

Mayor – Sandy Sanders
City Administrator – Ray Gosack
City Clerk – Sherri Gard

Board of Directors

Ward 1 – Keith Lau
Ward 2 – Andre’ Good
Ward 3 – Mike Lorenz
Ward 4 – George Catsavis
At Large Position 5 – Tracy Pennartz
At Large Position 6 – Kevin Settle
At Large Position 7 – Don Hutchings

AGENDA
Fort Smith Board of Directors
REGULAR MEETING
January 20, 2015 ~ 6:00 p.m.
Fort Smith Public Schools Service Center
3205 Jenny Lind Road

THIS MEETING IS BEING TELECAST LIVE ON THE GOVERNMENT ACCESS CHANNEL 214 AND ONLINE AT <http://www.ustream.tv/channel/city-of-fort-smith-board-of-directors-meetings>

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION BY MEMBERS OF THE BOARD OF DIRECTORS OF ANY ITEMS OF BUSINESS NOT ALREADY ON THE AGENDA FOR THIS MEETING
(Section 2-37 of Ordinance No. 24-10)

APPROVE MINUTES OF THE JANUARY 6, 2014 REGULAR MEETING

ITEMS OF BUSINESS:

1. Items pertaining to a special election
 - A. Ordinance calling for a special election regarding the continued effectiveness of Fort Smith Ordinance No. 72-85, which provides for the local one percent sales tax for city streets, bridges and associated drainage, and, in the event of continuation of said sales tax, seeking voter approval for the use of 5% of the sales tax funds for trails and bikeways; designating a ballot title for use at such election; and, for other purposes ~ *Lorenz/Pennartz placed on agenda at the January 13, 2015 study session ~*

- B. Resolution endorsing continuation of the one percent sales tax for streets, bridges and associated drainage; and endorsing allocation of 5% of the proceeds from said sales and use tax for construction and enhancement of trails and bikeways
2. Ordinance amending Chapter 3 of the Fort Smith Municipal Code to establish fees for dispensary permits for alcoholic beverages and for permits for serving mixed drinks and other alcoholic beverages and for other purposes ~ *Discussed at the November 25, 2014 budget hearing ~*
 3. Ordinance ordering the owners of certain dilapidated and substandard structures to demolish same, authorizing the City Administrator to cause the demolition of such structures to occur, and for other purposes (*723 North 5th Street / Griffith & Nix Addition*)
 4. Ordinance authorizing the appropriation of funds from the General Fund (*Steel Horse Rally scheduled for May 1 & 2, 2015*) ~ *Settle/Catsavis placed on agenda at the January 13, 2015 study session ~*
 5. Consent Agenda
 - A. Ordinance authorizing the Mayor to execute agreements for certain services for inhabitants of the city of Fort Smith
 - B. Resolution authorizing the acquisition of real property interests for the Town Branch Drainage Improvements, Phase III, Project No. 11-06-B (*\$30,699.00 / Engineering Department / Budgeted – Sales Tax Program*)
 - C. Resolution to accept the bid and authorize a contract for the 2013 Drainage Improvements, Phase A Project No. 13-06-A (*\$1,943,072.00 / Engineering Department / Budgeted – Sales Tax Program*)
 - D. Resolution authorizing execution space use agreement with Young Actors Guild for space on the main level of the Convention Center Annex
 - E. Resolution accepting bid for the purchase of a two ton dump truck with snow plow (*\$129,379.00 / Street Department / Budgeted – Street Maintenance Sinking Fund*)
 - F. Resolution accepting bid for the purchase of a backhoe loader (*\$77,357.00 / Utilities Department / Budgeted – 2014 Water and Sewer Operating Fund*)
 - G. Ordinance authorizing the execution of a contract for service between the City of Fort Smith, Arkansas, and Bair Analytics, by which Bair Analytics will provide crime analysts, technical personnel, analytical software and

services for crime analyses for the Fort Smith Police Department
(\$82,490.00 / Police Department / Budgeted – 2014 personnel/payroll
Crime Analyst position)

- H. Resolution authorizing partial payment to BRB Contractors, Inc. for the construction of the Mill Creek Pump Station and Equalization Tank (\$864,456.60 / Utility Department / Budgeted – 2014 Sales and Use Tax Bonds)
- I. Resolution authorizing the City Administrator to accept offer made by property owners for the acquisition of real property interests for the Lee Creek Reservoir Water Supply Project (\$195,000.00 / Utility Department / Budgeted – 6505 Capital Improvement Fund)
- J. Resolution authorizing Change Order No. 2 with Goodwin & Goodwin, Inc. for the construction of the Massard Interceptor Access Improvements (time only)
- K. Resolution accepting the project as complete and authorizing final payment to Goodwin & Goodwin, Inc. for the Massard Interceptor Access Improvements (\$12,549.63 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)
- L. Resolution authorizing Amendment No. 1 to Authorization No. 2 with Hawkins-Weir Engineers, Inc. for engineering services for the Mill Creek Interceptor Improvements – Phase II (\$68,000.00 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)
- M. Resolution authorizing the Mayor to execute an agreement with Hawkins Weir Engineers, Inc. for providing preliminary engineering services associated with the “P” Street Basin Interceptor Sewer Capacity Improvements (\$396,500.00 / Utility Department / Budgeted – 2012/2014 Sales and Use Tax Bonds)

OFFICIALS FORUM ~ presentation of information requiring no official action

(Section 2-36 of Ordinance No. 24-10)

- Mayor
- Directors
- City Administrator

EXECUTIVE SESSION

Appointments: Animal Services Advisory Board (1) and Sebastian County Regional Solid Waste District Management Board (1)

ADJOURN

ORDINANCE NO. _____

AN ORDINANCE CALLING FOR A SPECIAL ELECTION REGARDING THE CONTINUED EFFECTIVENESS OF FORT SMITH ORDINANCE NO. 72-85, WHICH PROVIDES FOR THE LOCAL ONE PERCENT SALES TAX FOR CITY STREETS, BRIDGES AND ASSOCIATED DRAINAGE, AND, IN THE EVENT OF CONTINUATION OF SAID SALES TAX, SEEKING VOTER APPROVAL FOR THE USE OF 5% OF THE SALES TAX FUNDS FOR TRAILS AND BIKEWAYS; DESIGNATING A BALLOT TITLE FOR USE AT SUCH ELECTION; AND, FOR OTHER PURPOSES

BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS:

SECTION 1: The question of the continued effectiveness of Fort Smith Ordinance No. 72-85, which levies a local sales (gross receipts) and use tax at the rate of one percent (1%) upon the receipts from sales at retail within the City of Fort Smith, the proceeds from which tax are designated for the use of City streets, bridges and associated drainage, shall be submitted to a vote of the electorate of Fort Smith, Arkansas, at a special election to be held on the 12th day of May, 2015. In addition to the question of the continued effectiveness of Fort Smith Ordinance No. 72-85, the question shall be submitted to a vote of the electorate of Fort Smith, Arkansas, should it approve the continued effectiveness of Fort Smith Ordinance No. 72-85, whether 5% of those sales tax funds may be used for trails and bikeways. The City Clerk is hereby authorized and directed to give all necessary notices to the County Board of Election Commissioners and to all other persons of the calling of such election.

SECTION 2: The ballot presentation of the issues to be used in such election shall be substantially in the following form:

Shall the Board of Directors continue the effectiveness of Fort Smith Ordinance No. 72-85, which levies a local sales (gross receipts) and use tax at the rate of one percent (1%) upon the receipt from the sale at retail within the City of Fort Smith of all items which are subject to taxation under the Arkansas Sales Tax Act (Arkansas Gross Receipts Tax Act of 1941, Act 386 of the 1941 Acts of Arkansas), as said Act has heretofore or may hereinafter be amended, provided that the maximum local sales (gross receipts) and use tax on any single item of sale or use shall continue to be in the tax sum of \$25.00 which proceeds from such tax shall, subject to voter approval otherwise, continue to be designated for City streets, bridges and associated drainage?

Vote by placing an X in the square opposite your choice.

Question 1

FOR Continuation of a One Percent (1%) local Sales and Use Tax within the City for streets, bridges, and associated drainage.

AGAINST Continuation of a One Percent (1%) local Sales and Use Tax within the City for streets, bridges, and associated drainage.

Question 2

If the tax in Question 1 is approved, may Five Percent (5%) of the revenue be used for trails and bikeways?

Yes.

No.

SECTION 3: The provisions of this Ordinance shall not be codified by the codifier of the City's ordinances.

This Ordinance adopted this ____ day of _____, 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



Publish One Time



MEMORANDUM

January 16, 2015

TO: Mayor and Board of Directors

FROM: Ray Gosack, City Administrator

SUBJECT: Street Sales Tax

Attached is the revised election ordinance for a fourth 10-year term of the 1% sales tax for streets, bridges, and associated drainage. The ordinance has been modified as requested by the board at the January 13th study session. The election date would be May 12, 2015.

In addition to the currently authorized uses, the ballot would also ask voters if 5% of the revenue may be used for trails and bikeways. The streets, drainage, trails and bikeways uses support several comprehensive plan policies listed on the attached pages.

Once the ordinance is adopted, it will be forwarded to the Sebastian County Election Commission who will prepare for the election. The city clerk's office will work with the election commission. A citizen's committee has been organized to spearhead voter education.

Please let me know if there's any questions or a need for more information.

A handwritten signature in black ink that reads "Ray".

Attachments



COMPREHENSIVE PLAN POLICIES SUPPORTED BY STREETS AND DRAINAGE

- Ensure adequate, well-maintained infrastructure (FLU-1.4)
- Ensure that economic development objectives are included in the evaluation of all future City infrastructure projects (ED-6.1)
- Provide convenient, safe connections between neighborhoods and important destinations, such as downtown, employment centers, schools, parks, shopping areas, and neighborhood services (HN-1.7)
- Promote better connections between downtown, the riverfront, historic sites, and the Belle Grove Historic District, particularly from I-40 to 540 (TI-1.1)
- Address improvements to the existing street network (TI-1.3)
- Improve physical connections between and within neighborhoods through road extensions or improvements, bicycle lanes and trails, and a connected sidewalk network (TI-1.6)
- Reduce traffic congestion . . . by redesigning major corridors to include safe . . . driving options (TI-1.7)
- Ensure that business and industry have sufficient transportation infrastructure to support freight operations and business communications . . . (TI-2.1)
- Provide convenient, reliable connections between industrial zones and regional highways to facilitate truck traffic that also minimize noise and traffic conflicts with other uses (TI-2.2)

- Reduce stormwater runoff and flooding (NCR-2.6)



COMPREHENSIVE PLAN POLICIES SUPPORTED BY TRAILS AND BIKEWAYS

- Encourage physical activity (FLU-1.5)
- Develop pedestrian and bicycle activities along Riverfront Dr. (FLU-2.2)
- Improve accessibility of downtown (FLU 3.2)
- Provide convenient, safe connections between neighborhoods and important destinations (HN-1.7)
- Integrate safe pedestrian and bicycle travel into the transportation network (TI-1.5)
- Improve physical connections between and within neighborhoods through bike lanes and trails (TI-1.6)
- Reduce traffic congestion by including alternate travel means (TI-1.7)
- Encourage implementation of bike plan (TI-3.1)
- Connect new development through bike and pedestrian paths (TI-3.3)
- Develop greenways and trails that serve to connect the city (NCR-1.4)
- Increase the use of parks, open space and recreational programming to improve the health of Fort Smith residents (NCR-4.1)

RESOLUTION NO. _____

A RESOLUTION ENDORSING CONTINUATION OF THE ONE PERCENT SALES AND USE TAX FOR STREETS, BRIDGES AND ASSOCIATED DRAINAGE; AND ENDORSING THE ALLOCATION OF 5% OF THE PROCEEDS FROM SAID SALES AND USE TAX FOR THE CONSTRUCTION AND ENHANCEMENT OF TRAILS AND BIKEWAYS

WHEREAS, the Board of Directors has called a special election on May 12, 2015 for continuing a one-cent sales and use tax first approved by voters in 1985, and then reauthorized by voters in 1995 and 2005 for the purpose of funding improvements to city streets, bridges, and associated drainage; and

WHEREAS, at said special election, upon approval of the continuation of the one percent sales and use tax for streets, bridges, and associated drainage, voters will separately be asked to consider allocation of 5% of the proceeds from such tax be used for the construction and enhancement of trails and bikeways throughout the city; and

WHEREAS, vehicular traffic infrastructure in the City of Fort Smith has been greatly enhanced by the proceeds of such sales and use tax for thirty years, and expanding the use of such tax to enhance other forms of surface transportation through the form of multi-use trails and bikeways will further advance economic development and quality of life initiatives in the City of Fort Smith.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Fort Smith, Arkansas that:

Section 1. The Board of Directors of the City of Fort Smith endorses and supports the continuation of the one-cent sales and use tax for streets, bridges, and associated drainage, and urges the citizens of Fort Smith to vote "FOR" the renewal of such tax for a fourth 10-year period at the May 12, 2015 Special Election.

Section 2. The Board of Directors of the City of Fort Smith endorses and supports the allocation of 5% of the proceeds from said sales and use tax for the construction and enhancement of trails and bikeways in the city, and urges the citizens of Fort Smith to vote "FOR" the expansion of the specified uses of the aforementioned sales and use tax at the May 12, 2015 Special Election.

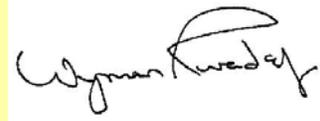
This Resolution adopted this 20th day of January, 2015.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Wynne Kwee", is written over a white rectangular background.

City Attorney npr

Memo



To: Ray Gosack, City Administrator

From: Jeff Dingman, Deputy City Administrator

Date: 1/16/2015

Re: Board Resolution in support of One-Cent Sales and Use Tax for Streets, Bridges, Associated Drainage, and Trails/Bikeways

-jud

Presented for consideration of the Board of Directors at the January 20 regular meeting is a Resolution indicating the Board's endorsement of the continuation of a one-cent sales and use tax for streets, bridges and associated drainage. The resolution also indicates the Board's endorsement of expanding the authorized use of 5% of the proceeds from the tax for construction and enhancement of trails and bikeways.

The one-cent sales and use tax dedicated to streets, bridges and associated drainage was first approved by the voters in 1985, and was renewed in 1995 and in 2005. The Board of Directors has called a special election for May 12, 2015 to consider renewal of the sales tax for a fourth ten-year term. The tax currently provides nearly \$20 million annually for the construction, improvement and maintenance of street and drainage infrastructure in the city. It is used in the rehabilitation of existing local streets, and for the development of new and/or improved infrastructure in support of economic development initiatives.

In the name of economic development, the improvement of non-vehicular surface transportation options, quality of life and recreational amenities, the Board has for the first time in the history of the tax authorized asking voters to expand the use of 5% of the proceeds from this sales and use tax to support the construction and enhancement of trails and bikeways throughout the city. This consideration will be offered as a secondary question to voters for if the tax itself is renewed under the primary question.

Both questions on the proposed ballot support numerous city objectives as outlined in the Future Fort Smith Comprehensive Plan, as well as the stated objectives of the Board of Directors. The proposed Resolution is intended to indicate the Board's official position on the matters to the general public. Adoption of this resolution affords board members, the mayor, and city staff the ability to state the City's official position on the questions before the voters.

Please contact me at your convenience if you have questions about this agenda item.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3 OF THE FORT SMITH MUNICIPAL CODE TO ESTABLISH FEES FOR DISPENSARY PERMITS FOR ALCOHOLIC BEVERAGES AND FOR PERMITS FOR SERVING MIXED DRINKS AND OTHER ALCOHOLIC BEVERAGES AND FOR OTHER PURPOSES

BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

Section 1: Section 3-2 of the Fort Smith Municipal Code is amended to delete subsection (9).

Section 2: Section 3-31 of the Fort Smith Municipal Code is amended to read as follows:

- (a) Every person in the city engaged in manufacturing spirituous liquors or malt liquors shall pay an annual permit fee to the city as provided in Section 3-37.
- (b) Every person in the city engaged in the manufacture of vinous liquors shall pay an annual permit fee to the city as provided in Section 3-37.
- (c) Every person in the city engaged in the business of rectifying, blending or flavoring spirituous liquors shall pay an annual permit fee to the city as provided in Section 3-37.

Section 3: The Fort Smith Municipal Code is amended by adding Section 3-37 to read as follows:

Permits and Fee Schedule

	License Type	Annual Fee
1a	Wholesale Liquor Maximum	\$5,000.00
1b	Wholesale Liquor Minimum	\$1,250.00
2	Wholesale Beer (single county)	\$500.00
3a	Small Farm Winery Minimum (<5,000 gal)	\$100.00
3b	Small Farm Winery Maximum (>5,000 gal)	\$200.00
4	Retail Beer	\$175.00
5	Combination Rest. Retail Beer & Wine	\$175.00

6a	H-M-R Mixed Drink Minimum	\$375.00
6b	H-M-R Mixed Drink Maximum	\$750.00
7a	Temporary Expansion Minimum	\$375.00
7b	Temporary Expansion Maximum	\$750.00
8	Private Club	\$750.00
9	Small Farm Winery - Retail	\$50.00
10	Small Farm Winery - Wholesale	\$50.00
11	Restaurant Wine	\$150.00
12	On Premises Wine	\$250.00
13	Temporary Restaurant Wine	\$25.00
14	Temporary Retail Beer	\$25.00
15	Temporary Spirituous Beverage	\$25.00
16	Retail Liquor	\$425.00
17	Military Service Club	\$375.00
18	Bed & Breakfast Private Club	\$38.00
19	Satellite Catering	\$250.00
20	Off Premises Catering	\$250.00
21	Large Attendance Facility	\$1,250.00
22	Post Exchange	\$500.00
23	Micro-brewery - Restaurant	\$375.00
24	Native Brewer	\$150.00
25	Beer Manufacturing	\$375.00
26	Wholesaler Support	\$1,000.00
27	Manufacturing Vinous Liquor	\$250.00
28	Liquor Distilling / Manufacturing	\$500.00
29	Brandy Distilling / ACA 3-4-602(h)(3)	\$125.00
30	Native Brandy / ACA 3-6-104	\$125.00
31	Micro-brewery Restaurant Distribution	\$100.00
32	Beer Festival	\$125.00
33	Native Beer - Retail	\$8.00
34	Sampling Each liquor / wine/beer	\$250.00
35	Sampling Combination liquor/wine/beer	\$500.00

Section 4: Section 3-74 of the Fort Smith Municipal Code is amended to read as follows:

The application for a permit required by the provisions of this division shall be accompanied by an annual permit fee in the amount as provided in Section 3-37.

Section 5: Section 3-77 is amended to read as follows:

An indemnity bond shall be required of each permittee under this division guaranteeing the permittee's faithful accounting for and prompt payment of the taxes becoming due under this division. Such bond shall be in an amount of one thousand dollars (\$1,000.00) with approved surety.

Section 6: Section 3-101(g) of the Fort Smith Municipal Code is amended to read as follows:

- (g) The annual fees for the permits required by subsection (c) and (f) above shall be:
- i. Hotel or motel having fewer than one hundred (100) rooms shall be in accordance with Section 3-37 (6a).
 - ii. Hotel or motel having one hundred (100) rooms or more shall be in accordance with Section 3-37 (6b).
 - iii. Large attendance facility shall be in accordance with Section 3-37 (21).
 - iv. Restaurant having seating capacity of less than one hundred (100) persons shall be in accordance with Section 3-37 (6a).
 - v. Restaurant having seating capacity of one hundred (100) or more persons shall be in accordance with Section 3-37 (6b).
 - vi. Satellite catering permit shall be in accordance with Section 3-37 (19).

PASSED AND APPROVED THIS _____ DAY OF January 2015.

APPROVED:

Mayor

ATTEST:

APPROVED:



City Clerk

City Attorney
Publish One Time



MEMORANDUM

January 14, 2015

TO: Ray Gosack, City Administrator

FROM : Jennifer Humphrey, Deputy Director of Finance

SUBJECT: Alcoholic beverage permit fees

Please find attached the following items providing additional information for the upcoming proposal of an ordinance establishing permit fees for the sale of alcoholic beverages on January 20, 2015:

1. Memo from Collections Manager Chuck Guillory providing responses to recent inquiries about specific license holders.
2. Proposed Fee Table outlining ABC fees, current city fees, and proposed fees for each ABC license type.
3. Revenue by License Code showing a summarized view of the current revenue compared to proposed revenue by code type.
4. License Holders listing showing each current license holder's impact of the proposed fees.
5. A survey of surrounding cities' fee tables.

Also, please note that the License Holders listing only shows **current** holders. As new fees are being proposed for wine and other circumstances, some future license holders and associated revenue may not be included on the list. The ABC is providing a listing of all ABC license holders in order to fully assess missing and/or new licenses that may need to be issued.

Thank you, and please contact me if you need clarification or have additional questions.

A handwritten signature in black ink that reads "Jennifer Walker".

Responding On Liquor License Fees

December 29th, 2014

The City is proposing an ordinance assessing permit fees allowable by State Statutory Authority applicable to the State of Arkansas Alcoholic Beverage Control Division. State Law Reference Municipal license fees limited to one-half of state fees, A.C.A 3-5-202: state fees, A.C.A. 3-4-604,3-4-605, 3-7-111 State Law reference Light wines and beer, A.C.A 3-5-201 et seq.: municipal authority to regulate same, A.C.A 3-5-213. I believe there has been some misunderstanding published on this application in bringing the City's liquor license fee to match one half of the allowable fee by State Law. The City would never charge or be allowed to charge an entity more than the permit fee allowable by State Statutory Authority. With regards to Wholesale Liquor permits there are two types, Maximum (State \$10,000.00) (City at \$5,000.00) and Minimum (State \$2,500.00) (City at \$1,250.00) for Wholesale Liquor Distributors. To my knowledge, the local distributor only has the minimum permit from the State. We are in the process of drafting the City Ordinance to bring this into compliance with what's allowable by State Statutory Authority. We are not excluding any of the fees referenced by Ms. Glidewell related to the Little Rock Liquor Distributors. The ordinance will list and include all of the fees reflected by the State that are applicable to this vicinity and future entities that will be associated with these functions. However, at this time Glidewell Distributing Company @ 5705 Steep Hill Road is located out of the City limit listed as an (ETJ-I2 Zone Status) Extra Territorial Jurisdiction and those fees will not be applicable unless located or brought into the City limits. There are various fees that will only be applicable to the business nature recognized and permitted by the State and governed by City Ordinances. We will make every attempt to advise all related vendors how this will affect their licensing permit fees with the City and State permits governing their Alcoholic Beverage permits in the City of Fort Smith.

Thanks for your consideration,

Charles R. Chuck Guillory, C.N.L.O.
City Collections Manager / Finance Division
623 Garrison Avenue - Suite 101
Post Office Box 1908
Fort Smith, Arkansas 72902
Phone: 479-784-2254
Fax: 479-784-2294
E-mail: cguillory@fsark.com

Alcoholic Beverage Control Fee / Proposed Fee Table

January 13, 2015

ABC License Type	ABC Fee	Current City Fees	Proposed City Fees
1a Wholesale Liquor Maximum	\$10,000	\$750	\$5,000
1b Wholesale Liquor Minimum	\$2,500	\$750	\$1,250
2 Wholesale Beer (single county)	\$1,000	\$40	\$500
3a Small Farm Winery Minimum (<5,000 gal)	\$200	\$0	\$100
3b Small Farm Winery Maximum (>5,000 gal)	\$400	\$0	\$200
4 Retail Beer	\$350	\$40	\$175
5 Combination Rest. Retail Beer & Wine	\$350	\$40	\$175
6a H-M-R Mixed Drink Minimum	\$750	\$250	\$375
6b H-M-R Mixed Drink Maximum	\$1,500	\$500	\$750
7a Temporary Expansion Minimum	\$750	\$0	\$375
7b Temporary Expansion Maximum	\$1,500	\$0	\$750
8 Private Club	\$1,500	\$250	\$750
9 Small Farm Winery - Retail	\$100	\$0	\$50
10 Small Farm Winery - Wholesale	\$100	\$0	\$50
11 Restaurant Wine	\$300	\$0	\$150
12 On Premises Wine	\$500	\$0	\$250
13 Temporary Restaurant Wine	\$50	\$0	\$25
14 Temporary Retail Beer	\$50	\$0	\$25
15 Temporary Spirituous Beverage	\$50	\$0	\$25
16 Retail Liquor	\$850	\$250	\$425
17 Military Service Club	\$750	\$250	\$375
18 Bed & Breakfast Private Club	\$75	\$0	\$38
19 Satellite Catering	\$500	\$250	\$250
20 Off Premises Catering	\$500	\$250	\$250
21 Large Attendance Facility	\$2,500	\$500	\$1,250
22 Post Exchange	\$1,000	\$0	\$500
23 Micro-brewery - Restaurant	\$750	\$250	\$375
24 Native Brewer	\$300	\$40	\$150
25 Beer Manufacturing	\$750	\$40	\$375
26 Wholesaler Support	\$2,000	\$0	\$1,000
27 Manufacturing Vinous Liquor	\$500	\$250	\$250
28 Liquor Distilling / Manufacturing	\$1,000	\$0	\$500
29 Brandy Distilling / ACA 3-4-602(h)(3)	\$250	\$0	\$125

Alcoholic Beverage Control Fee / Proposed Fee Table

January 13, 2015

ABC License Type	ABC Fee	Current City Fees	Proposed City Fees
30 Native Brandy / ACA 3-6-104	\$250	\$0	\$125
31 Micro-brewery Restaurant Distribution	\$200	\$0	\$100
32 Beer Festival	\$250	\$40	\$125
33 Native Beer - Retail	\$15	\$0	\$8
34 Sampling Each liquor /wine/beer	\$500	\$0	\$250
35 Sampling Combination liquor/wine/beer	\$1,000	\$0	\$500

Note: Fees apply only to businesses within the city limits.

City of Fort Smith - ALCOHOLIC BEVERAGE LICENSE HOLDERS

revised date: 1/13/2014

Sublicense Code	License Code Name	# of Licenses	Current City Fee	Proposed City Fee
10 Total	RETAIL BEER LICENSE	121	\$ 4,840.00	\$ 21,175.00
11 Total	WHOLESALE BEER	2	\$ -	\$ 1,000.00
20 Total	RETAIL LIQUOR	19	\$ 4,750.00	\$ 8,075.00
21 Total	WHOLESALE LIQUOR	2	\$ 750.00	\$ 2,500.00
30 Total	PRIVATE CLUB	45	\$ 11,250.00	\$ 33,750.00
40 Total	HMR MIXED DRINK (MIN & MAX)	45	\$ 19,250.00	\$ 28,875.00
55 Total	HMR MIXED DRINK (HOTELS)	3	\$ 1,500.00	\$ 2,250.00
60 Total	SATELLITE CATERING MIX DRINK	1	\$ 250.00	\$ 250.00
70 Total	LARGE ATTENDANCE FACILITY MIXED DRINK	2	\$ 1,000.00	\$ 2,500.00
Grand Total		240	\$ 43,590.00	\$ 100,375.00

City of Fort Smith - ALCOHOLIC BEVERAGE LICENSE HOLDERS
 revised date: 1/13/2014

Sublicense Code	License Code Name	Current City Fee	Proposed City Fee	Supp Tax	Name
40	HMR MIXED DRINK (MIN)	\$ 250.00	\$ 375.00	5%	21 WEST END
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		71 SOUTH WINE & SPIRITS
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		71 SOUTH WINE & SPIRITS
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		ANGLER'S LIQUOR
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		ANGLER'S LIQUOR
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	ANNA'S HILLTOP CLUB
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		ANTHONY'S ITALIAN RESTAURANT
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	APPLEBEE'S NEIGHBORHOOD GRILL
70	LARGE ATTENDANCE FACILITY MIXED DRINK	\$ 500.00	\$ 1,250.00	5%	AR/OK REG. ED. PRO. ASSN.,INC.
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	ARLIE MUCK'S TAVERN
40	HMR MIXED DRINK (MIN)	\$ 250.00	\$ 375.00	5%	ART'S BBQ & GRILL
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		ART'S BBQ AIRPORT
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	AVA'S VILLAGE PUB
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	BEEF O BRADY'S
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	BELLA ITALIA RESTAURANT
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		BIG D
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		BIGG HOGG'S BASKETS
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	BOWLING WORLD
40	HMR MIXED DRINK (MIN)	\$ 250.00	\$ 375.00	5%	BRANNON'S
40	HMR MIXED DRINK (MIN)	\$ 250.00	\$ 375.00	5%	BRAVO ITALIAN
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	BUFFALO WILD WINGS
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	CACTUS CLUB
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		CALICO COUNTY RESTAURANT
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		CASEY'S GENERAL STORE #3267
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		CAVANAUGH PIZZA
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		CHAFFEE CROSSING HISTORIC PRESERVATION
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		CHAFFEE CROSSING WINE & SPIRITS
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		CHAFFEE CROSSING WINE & SPIRITS
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	CHASERS
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	CHEDDAR'S CASUAL CAFE
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		CHEERS OF FORT SMITH
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		CHEERS OF FORT SMITH
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	CHILI'S GRILL & BAR #442
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		CHINA CITY
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		CHUCK E. CHEESE'S
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	CIRCLE INN, INC.
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		CIRCLE M FOODS
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	CLUB FAUX PAS
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	CLUB FUSION
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	CLUB KINKEADS
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	CLUB SHENANIGAN'S
55	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	COURTYARD BY MARRIOTT, DOWNTOWN
40	HMR MIXED DRINK (MIN)	\$ 250.00	\$ 375.00	5%	DEER TRAILS GOLF COURSE AT CHAFFEE CROSS
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		DISCOUNT TOBACCO #2 OF F. S.
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	DOE'S EAT PLACE
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		DOLLAR GENERAL #4602
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		DOLLAR GENERAL #4603
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		DOLLAR GENERAL STORE #10446
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		DOLLAR GENERAL STORE #14391
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		DOLLAR GENERAL STORE #1650
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		DOLLAR GENERAL STORE #2632
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		DOLLAR GENERAL STORE #4319
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		DOLLAR GENERAL STORE #625
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		DOUG'S ALSO CONVENIENCE STORE
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		DOUG'S EASTSIDE CONVENIENCE STORE
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	EAGLES LODGE #208
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		EASTSIDE LIQUOR
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		EASTSIDE LIQUOR
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		ED WALKERS DRIVE IN
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	EL AZTECA
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	EL CHICO RESTAURANT
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	EL LORITO MEXICAN RESTAURANT
40	HMR MIXED DRINK (MIN)	\$ 250.00	\$ 375.00	5%	EL LORITO MEXICAN RESTAURANT
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	EL PATRON MEXICAN GRILL
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	EL ZARAPE
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	ELECTRIC COWBOY OF FT. SMITH
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	ELKS LODGE BPOE #341
40	HMR MIXED DRINK (MIN)	\$ 250.00	\$ 375.00	5%	EMMY'S GERMAN RESTAURANT
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		EMPIRE LIQUOR
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		EMPIRE LIQUOR
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		E-Z MART STORE #173
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		E-Z MART STORE #174
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		E-Z MART STORE #176
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		E-Z MART STORE #193
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		E-Z MART STORE #42
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		FAMILY STOP # 1
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		FAMILY STOP #2
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		FAMILY STOP #3
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		FAREWELL PARTY
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		FENNY'S / WALLI ENTERPRISES LLC
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	FIANNA HILLS COUNTRY CLUB
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		FIANNA VILLAGE LIQUORS, INC.
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		FIANNA VILLAGE LIQUORS, INC.
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	FORT SMITH JAZZ & BLUES GRILL
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	FOXEFIRE CLUB
70	LARGE ATTENDANCE FACILITY MIXED DRINK	\$ 500.00	\$ 1,250.00	5%	FT SMITH CONVENTION CENTER
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	FUJI JAPANESE STEAK HOUSE
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		GARRISON LIQUOR

Sublicense Code	License Code Name	Current City Fee	Proposed City Fee	Supp Tax	Name
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		GARRISON LIQUOR
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		GARRISON POINTE MARKET & CAFE
40	HMR MIXED DRINK (MIN)	\$ 250.00	\$ 375.00	5%	GOURMET GALLERY
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		GRAND AVE FOOD MART
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	GRAND CENTRAL STATION
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		GRAND CONVENIENCE
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		GRAND MART
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	GRANDAD'S
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		GREEN PAPAYA
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		GREEN PAPAYA TWO
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	GRINGO'S II
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	HARDSCRABBLE COUNTRY CLUB
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		HARP'S FOOD STORE #137
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		HARP'S MARKET PLACE #174
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		HARP'S MARKETPLACE #172
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	HARRY'S HAMBURGER BARN
40	HMR MIXED DRINK (MIN)	\$ 250.00	\$ 375.00	5%	HERO'S
21	WHOLESALE LIQUOR	\$ 750.00	\$ 1,250.00		HIRAM WALKER - PERNOD RICARD USA, LLC
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		HOANG SON VIETNAMESE KITCHEN
55	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	HOLIDAY INN CITY CENTER
60	SATELLITE CATERING MIX DRINK	\$ 250.00	\$ 250.00	5%	HOLIDAY INN CITY CENTER CATERING
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	HOOTERS OF FORT SMITH
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		I. C. PARISH HALL
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	ICE HOUSE OF FORT SMITH, INC.
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		IN GOOD SPIRITS
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		IN GOOD SPIRITS
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		J & L STICKY RICE
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		J MART #1 FT SMITH LLC
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		J MART #2 FT SMITH LLC
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		JAM MART
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		JAM MART #4
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		JENNY LIND MART
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		JIM'S RAZORBACK PIZZA
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		JOES PIZZA PASTA
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		JUAN'S MEXICAN RESTAURANT
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	JUST CALL ME JOE'S
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	KNIGHTS OF COLUMBUS #996
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	KNOTTY PINT
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		KUM & GO #380
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		KWIK PIK
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		LA HACIENDA MARKET
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	LA HUERTA GRILL
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	LA HUERTA GRILL
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	LA HUERTA GRILL
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	LA HUERTA MEXICAN RESTAURANT
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	LA RUMBA NIGHT CLUB
40	HMR MIXED DRINK (MIN)	\$ 250.00	\$ 375.00	5%	LAS AMERICAS TOO RESTAURANT
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		LIQUOR MART, INC.
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		LIQUOR MART, INC.
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		LITTLE DUDE
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	LOGAN'S ROADHOUSE RESTAURANT
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	LONGHORN STEAKHOUSE #5375
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	LOST BEACH
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	LOU'S PLACE
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		LUCKY'S
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		LUCKY'S
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		MACKIE'S ONE STOP
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	MARIA'S MEXICAN RESTAURANT
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		MASSARD SHELL
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		MELODY FOOD MARKET
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		MERCADO EL TAPATIO
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		MI BARQUITA
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	MIDLAND FAMILY BOWL
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		MIDLAND MARKET INC
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	MOJO'S IVORY HOUSE
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	MOVIELOUNGE
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		NEIGHBORHOOD MINI MART
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	NEUMEIER'S RIB ROOM
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		NORITA'S RESTAURANT
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		NORTH O FOOD MART
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		OLD FORT HARLEY DAVIDSON
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	OLD TOWN OF FORT SMITH
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	OLIVE GARDEN ITALIAN RESTAURANT #1506
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		ON THE BORDER LIQUOR
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		ON THE BORDER LIQUOR
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	OUTBACK STEAKHOUSE #0452
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	PAPA'S PUB AND PIZZARIA
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		PARK MINI MART
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		PATTAYA THAI LAO CRUSINE
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	PEKING PALACE AND SHOGUN
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	PERRY'S PLACE
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		PIC'N TOTE STORE #1
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		PIC-N-TOTE #3
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		PIC-N-TOTE #5
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		PIC-N-TOTE #6
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		PIC-N-TOTE SELF SERVE STORE #4
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		PIZZA HUT #2605
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		PIZZA HUT #2608
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		PIZZA PARLOUR
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		POINT LIQUOR
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		POINT LIQUOR

Sublicense Code	License Code Name	Current City Fee	Proposed City Fee	Supp Tax	Name
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	POOL SHOOTERS, INC.
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		QUICK STOP
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		QUICK STOP 75
40	HMR MIXED DRINK (MIN)	\$ 250.00	\$ 375.00	5%	R LANDRY'S NEW ORLEANS CAFE
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		RALPH'S PINK FLAMINGO BBQ
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	RAW FORT SMITH
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	RECOVERY ROOM AT 91ST STREET
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	RED LOBSTER #6225
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		RIVER CITY DELI
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		ROAD RUNNER #465
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	ROCK, THE, INC.
40	HMR MIXED DRINK (MIN)	\$ 250.00	\$ 375.00	5%	ROLANDO'S RESTRUANTE MIXED DRINK LICENSE
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		ROOSTER ONE
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	ROOSTER'S ON THE AVENUE
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	SAKE SUSHI & MARTINI BAR
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		SAM'S CLUB #8134
55	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	SEASONS INN
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		SHAMROCK LIQUOR
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		SHAMROCK LIQUOR
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		SHOP N GO #2
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		SHOP N GO #4
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		SHOP N GO LIQUOR
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		SHOP N GO LIQUOR
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		SODIE'S
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		SODIE'S
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		STARMART DELI
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		SUNSHINE #7
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	SUZIE Q'S
40	HMR MIXED DRINK (MIN)	\$ 250.00	\$ 375.00	5%	TALIANO'S ITALIAN RESTAURANT
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	TEXAS ROADHOUSE HOLDINGS, LLC.
40	HMR MIXED DRINK (MAX)	\$ 500.00	\$ 750.00	5%	TGI FRIDAY'S OF FT SMITH
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		THANH LONG MARKET
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	THE BEER GARDEN
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	THE BRANDING IRON
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		THE HYDRATION STATION
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		THE HYDRATION STATION
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		THE RIB EYE
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		THE WELL
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		THE WELL
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		TRUONG SON ASIAN CENTER
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		UPTOWN SHOP-N-GO
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	V.F.W. POST 8845
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		VALERO SUPERSTOP #464
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	VARSITY SPORTS GRILL
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		VINEYARD WINE & SPIRITS
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		VINEYARD WINE & SPIRITS
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		WALGREEN #07234
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		WALGREENS #09594
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		WALGREENS COMPANY #05260
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		WAL-MART #125
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		WAL-MART #388
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		WAL-MART MARKET # 2744
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	WEBBY D'S
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	WESTERN ARK CHAPTER A R M A
30	PRIVATE CLUB	\$ 250.00	\$ 750.00	5%	WHATYA DO YA'LL
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		WILD HOG LIQUORS
20	RETAIL LIQUOR	\$ 250.00	\$ 425.00		WILD HOG LIQUORS
10	RETAIL BEER LICENSE	\$ 40.00	\$ 175.00		ZERO MART, INC
		\$ 43,590.00	\$ 98,125.00		
11	WHOLESALE BEER	\$ -	\$ 500.00		Belle Point Distributing
11	WHOLESALE BEER	\$ -	\$ 500.00		Burford Distributing
21	WHOLESALE LIQUOR MINIMUM	\$ -	\$ 1,250.00		Burford Distributing
		\$ -	\$ 2,250.00		
		\$ 43,590.00	\$ 100,375.00		

Attachment: Survey of Arkansas Cities

Little Rock

License Type	Fee	Notes	Compared to State
Retail Beer	\$ 15	Additional fee based on sales	State fee is \$350
Temporary Beer	\$ 50		State fee is \$50 (may have different parameters)
Wholesale Beer	\$ 500		State fee is \$1,000 per county. Same as proposal
Liquor Retail	\$ 200		State is \$850 - less than proposal
Wholesale Liquor	\$ 1,500		State fee is \$2,500 - slightly more than half of minimum fee
Temporary Liquor	\$ 25		
HMR Mixed Drink Max	\$ 1,500	>100 seats	State fee is \$1,500 (may have different parameters)
HMR Mixed Drink Min	\$ 750	<100 seats	State fee is \$750 (may have different parameters)
HMR Mixed Drink Private	\$ 750		State fee is \$1,500 - same as proposal
HMR Mixed Drink Spiritous	\$ 650		

Conway

Provided ordinance, dry county - private club only. Did not provide fee. Do not charge for wholesale.

Hot Springs

License Type	Fee	Notes	Compared to State
Retail Beer	\$ 40	Additional fee based on sales	State fee is \$350
Wholesale information not provided			
Retail Liquor	\$ 40	Additional fee based on sales	State is \$850
HMR Mixed Drink Max	\$ 1,000	>100 seats	more than half of state (may have different parameters)
HMR Mixed Drink Min	\$ 500	<100 seats	more than half of state (may have different parameters)
Private Club	\$ 250		State fee is \$1,500 - less than proposal
Beer/wine only restaurant	\$ 175		State fee is \$350 - same as proposal
Off premise retail liquor	\$ 200		State fee is \$500
Small farm winery	\$ 100		State fee is \$200 - same as proposal

Fayetteville

License Type	Fee	Notes	Compared to State
Retail Beer/light wine	\$ 40	Additional fee based on sales	State fee is \$350
Private Club	\$ 250		State fee is \$1,500 - less than proposal
HMR min	\$ 250		State fee is \$750 - less than proposal
HMR Max	\$ 500		State fee is \$1,500 - less than proposal
Large attendance facility	\$ 500		State fee is \$2,500 - less than proposal
Satellite Catering	\$ 250		State fee is \$500 - same as proposal
Restaurant Wine/Beer	\$ 40	Additional fee based on sales	State fee is \$350
Off Premises Caterer	\$ 250		State fee is \$500 - same as proposal
Retail Liquor	\$ 250		State fee is \$850 - less than proposal
Wholesale Beer	\$ 125		State fee is \$1,000 - less than proposal
Wholesale Liquor	\$ 500		State fee is \$2,500 - less than proposal

3

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE OWNERS OF CERTAIN DILAPIDATED AND SUBSTANDARD STRUCTURES TO DEMOLISH SAME, AUTHORIZING THE CITY ADMINISTRATOR TO CAUSE THE DEMOLITION OF SUCH STRUCTURES TO OCCUR, AND FOR OTHER PURPOSES.

BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: It is hereby determined by the Board of Directors that the hereinafter described tract of real property, and the improvements located there, are dilapidated, unsafe and otherwise detrimental to the public health and constitute structural, fire and health hazards:

Street Address: **723 NORTH 5TH STREET - LOT 7, BLOCK 1; GRIFFITH & NIX ADDITION**

SECTION 2: The owners of the tract of real property described in Section 1 are hereby ordered to remove or raze the improvements located on the said tract of property and to remedy the unsightly and unsanitary conditions otherwise located on said tract of real property within thirty (30) days from the date of this ordinance.

SECTION 3: With reference to any tract identified in Section 1 as to which compliance with the direction of Section 2 has not occurred within thirty (30) calendar days from the date of passage of this ordinance, the City Administrator is hereby authorized to execute a contract, based on the bid(s) accepted on the date of this action or at a later date, for the removal or razing of the described improvements on the tract of real property.

SECTION 4: The provisions of this ordinance are hereby declared to be severable to the extent that a decision by any court of competent jurisdiction determining that any portion of this ordinance or any application thereof is unconstitutional, invalid or otherwise illegal shall not affect the constitutionality, validity or legality of the other provisions and/or applications of the ordinance.

SECTION 5: Emergency Clause. It is hereby found and declared by the Board of Directors that the dilapidated, unsanitary condition of the tracts of real property and improvements described herein constitute an immediate menace to the health, welfare and safety of the citizens of the City so that an emergency is hereby

declared and that this ordinance shall be effective from and after the date of its passage.

This Ordinance adopted this _____ day of _____ 2015.

APPROVED:

Mayor

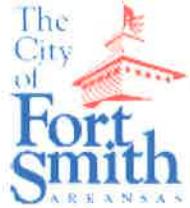
ATTEST:

City Clerk

Approved as to form:



Publish One Time



MEMORANDUM

Building Safety Division

TO: Ray Gosack, City Administrator

FROM: Jimmie Deer, Building Official

DATE: January 12, 2015

SUBJECT: Unsafe Structures

The following structures have been damaged and/or deteriorated to a condition that has caused the Building Department to condemn them. The property and the improvements, thereon are now, and for several months prior hereto, have been dilapidated, unsafe, unsightly, unsanitary, obnoxious and detrimental to the public welfare and are found to be in violation of the Ordinances of the City of Fort Smith.

The property descriptions and owners are:

723 N. 5th Street – Lot 7, Block 1; Griffith & Nix Addition

Owners: Charles R. Huddleston
723 N. 5th Street
Fort Smith, AR 72904

The owners of these properties have been notified according to the procedures outlined in Section 16-88 of the Fort Smith Municipal Code. The property owners were notified by certified mail and posting the same letters on the buildings. The letter or notice contains information concerning the appeal procedure outlined in Section 16-91 of the Municipal Code. The Code specifies that they must file any appeals within fifteen (15) days from the date of service. The owner(s) of the subject properties did not file an appeal within the fifteen (15) day period nor have they requested an appeal hearing since that deadline has passed.

723 N. 5th Street – The water was turned off June, 2013. Neighborhood Services has had an open case on this property since November 14, 2008 and staff has worked with the owners and has had them in court as well as to get the structure into compliance to the property maintenance standards. The City currently has liens in the amount of \$1185.92 for clean - up cost. The police department contacted our staff in October over the number of calls that they have been getting due to folks entering and staying without proper utilities (water, electric, sewer and heat) and other illegal activity taking place and they requested that something be done to the structure. Due to the continued deterioration of the structure and the major roof leaks, siding and foundation repairs needed and being a public nuisance staff took a condemnation request to the Historic District for approval to proceed with unsafe action. Unsafe notices were sent out on November 17, 2014 and the letter was signed for on 11/24/2014. As of today the owners have taken no action to obtain permits to repair or demolish the structure. Attached is a copy of the Certificate of Appropriateness approval for demolition action to proceed from the Historic District Commission.

Therefore, I am recommending this matter be referred to the Board of Directors for their review. An Ordinance will be prepared that will order the property owners to demolish or repair the buildings within thirty (30) calendar days and if such work has not occurred, the staff will be authorized to have the structures removed.

Please contact me if you have any questions or if we need to discuss this matter in more detail.



November 7, 2014

Charles Huddleston
723 North 5th Street
Fort Smith, AR 72901

RE: 723 North 5th Street
Certificate of Appropriateness

Dear Mr. Huddleston:

On November 6, 2014, the Fort Smith Historic District Commission approved the City of Fort Smith's Certificate of Appropriateness to demolish the structure.

Enclosed for your records is a copy of the COA. Before beginning any work you will need to purchase a demolition permit at the Fort Smith Building Department, Room 405 of the Stephens Building, 623 Garrison Avenue. Please present a copy of your approved COA to the permit officer when obtaining the permit.

Any person aggrieved by the determination of the commission may within ten (10) days of the date of decision file a written request with the commission that the commission forward to the board of directors a written report summarizing the actions taken by the commission with reference to the application in question. Upon receipt of such a request, the commission shall, within ten (10) days, forward a written report of its actions with reference to the pertinent application to the board of directors.

If you have any questions regarding the Certificate of Appropriateness, please do not hesitate to call me at 784-2266.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Rice".

Maggie L. Rice
Senior Planner

Enc.

c: Jimmie Deer, Building Official
Kelly Hicks, Permit Officer
file

623 Garrison Avenue
P.O.Box 1908
Fort Smith, Arkansas 72902
(479) 784-2216
FAX (479) 784-2462

Summary of Law Enforcement contact at 723 North 5th.

Special Enforcement Officers T. Smith and C. Boyd have been observing and interacting with the residents at 723 North 5th, for several months. We have observed two separate Recreational Vehicles that have been allowed on the property, as residences, both of which had no power sources. Open fire pits at the back of the property for trash disposal, and human waste from the home and trailers being dumped at local businesses. There is no power and water services at the home, nor has there been for quite some time. All violations have been dealt with on a case to case basis, but the following is a call log for Patrol Division officers at the same address.

14-15938: Anonymous caller saw several people in the abandoned. Responding officers found Huddleston on site. He acknowledged that the house was his.

14-23251: Beat Health Officers went to the residence on complaints of an unlivable structure being occupied. No power or water on at the house. 12 people present, 4 were arrested on various warrants.

1424064: Officers sent for 3 people burglarizing the home. They were gone, but the officer found the house open and apparently abandoned.

14-25666: Officers sent for security check and found two people, who were not the homeowner, on site. They thought the house was abandoned.

14-26572: A female occupant of this house was fighting with a male person. The female refused to cooperate with authorities, but was transported to the hospital for her injuries.

14-26573: Anonymous caller reports hearing a woman screaming inside this home and the presence of several men. (Resulting in the above call 26572)

14-45361: Anonymous caller requesting security check. A homeless female was found living in a pop-up style camper, in the yard.

14-47663: Huddleston's mother allegedly called in for a check on her son, Charles, because she hadn't heard from him in 5 weeks.

14-48447: Complainant came to the PD Lobby to report a woman needing help at 723 North 5th. When officers arrived several men actively attempted to prevent them from entering the home. All of the occupants stated Charles Huddleston was the owner, but not present. Officers observed an unconscious female on a couch, through a hole, and were able to rescue her. She was transported for injuries and illness and one of the men was arrested for his attempts to obstruct the officer.

Patrol officers reported this last call to Special Enforcement. We then worked with Neighborhood services and had the property condemned. Since that time the property has been broken in to several times, but each time we have the house re-sealed.





MEMORANDUM

Building Safety Division

TO: Maggie Rice, City Planner

FROM: Jimmie Deer, Building Official

DATE: November 6, 2014

SUBJECT: 723 N. 5th Street

Neighborhood Services has had an open case on the structure located at 723 N. 5th Street since November 14, 2008. Staff has worked with the owner and has had them in court as well as to try and get the structure in to Compliance to the property maintenance standards. As of today the owner has taken no steps to conduct any repairs to the structure.

The police department contacted us in October over the number of calls that they have been getting at this location due to folks entering and staying at the structure without proper utilities (water, electric and sewer) and other illegal activity taking place requested that something needed to be done with this location

Due to the continued deterioration of the structure and the major roof leaks and siding along with foundation repairs needed of the structure along with the public safety concerns we are requesting that a demolition process be allowed to proceed for this location.

Please contact me if you have questions.

Ft. Smith Police

Calls for Service to this Address in last 5 years

Incident #	Inc. Date	Call Type	Location	Agency	Beat	RD	Rec Time	Disp Time	Arv Time	Clr. Time	Dispo Code	Officer 1	CA	Primary Unit	Pri.
140048447	2014/10/01	CHKWELF	723 N 5 ST	01	12	1201	02:54	02:55	02:58	05:18	01	4332	01	3X12	5
140047663	2014/09/26	CHKWELF	723 N 5 ST	01	12	1201	19:36	19:49	:	19:55	09	4366	01	2X12	5
140045361	2014/09/14	CKSEC	723 N 5 ST	01	12	1201	20:10	20:10	20:14	20:43	IR	4458	01	2X12	6
140026573	2014/06/06	DOMDIS	723 N 5 ST	01	12	1201	21:02	:	:	21:03	09		01		3
140026572	2014/06/06	BATRP	723 N 5 ST	01	12	1201	21:01	21:01	21:07	21:31	IR	4456	01	2X12	3
140025666	2014/06/02	CKSEC	723 N 5 ST	01	12	1201	15:30	15:34	15:41	15:59	IR	4434	01	2X09	4
140024064	2014/05/24	BURRESI	723 N 5 ST	01	12	1201	17:37	17:38	17:43	17:53	IR	4423	01	2X12	2
140023251	2014/05/20	OFCREQAR	723 N 5 ST	01	12	1201	14:54	14:55	:	15:21	01	4366	01	2X03	9
140015938	2014/04/09	CKSEC	723 N 5 ST	01	12	1201	12:51	12:52	12:58	13:09	IR	4225	01	1X12	6
130036334	2013/07/14	CRIMMIS	723 N 5 ST	01	12	1201	12:14	12:29	12:32	12:46	OR	4388	01	1X12	6
130024332	2013/05/16	BURRESR	723 N 5 ST	01	12	1201	09:38	09:51	09:54	10:13	OR	4349	01	1X12	6
130005594	2013/02/03	BEUOSTR	723 N 5 ST	01	12	1201	12:25	12:25	12:27	13:00	OR	4430	01	1X12	6
120052042	2012/09/04	DISTFGT	723 N 5 ST	01	12	1201	17:49	17:50	17:54	18:29	OR	4176	01	2Z40	3
120027383	2012/05/16	UNKTRBL	723 N 5 ST	01	12	1201	00:23	00:23	00:25	00:49	IR	4411	01	3X12	5
110019444	2011/04/13	OFCREQAR	723 N 5 ST	01	12	1201	11:42	11:42	11:42	11:44	01	4323	01	1X16	9
090073441	2009/10/18	DISTFGT	723 N 5 ST	01	12	1201	23:11	23:12	23:15	23:43	01	4418	01	4X14	3



Call Types

- check welfare
- check security
- Domestic Disturbance
- Battery Report
- Burglary Residential
- officer Request Arrest
- Criminal Mischief
- Breaking or Entering unoccupied Structure
- Disturbance / fight
- unknown Trouble



Disposition Codes

- 01 = Arrest
- 09 = Offense Report
- IR = Incident Report
- 09 = Cancelled prior to arrival

Ft. Smith Police

Charles Huddleston Arrest

Incident #	Suffix	Record Number	Name	Arrest Date	Reporting Officer	Arrest Addr	Juvenile RD	Arrest Pri	UCR Code	Agency
140006765	00 01	1	HUDDLESTON, CHARLES RAYMOND		2014/02/14	NUNEZ, DIEGO B	500 N 12TH STREET			
140000151	00	1	HUDDLESTON, CHARLES	2014/01/01	NEWTON, SCOTT E	500 NORTH 12TH				01
120046120	00 01	1	HUDDLESTON, CHARLES RAYMOND		2012/08/08	TAYLOR, JARROD	100 N 10TH ST			
110062747	00 0403	1	HUDDLESTON, CHARLES RAYMOND		2011/10/31	CULLEN, CHAD M.	N. 18TH / N. "J" ST.			
110048470	00 01	1	HUDDLESTON, CHARLES	2011/08/23	GORDON, ROGER	N. 41ST & N. "O" ST.		0404		
110026084	00 01	1	HUDDLESTON, CHARLES RAYMOND		2011/05/13	DELEON, JUSTIN H.	711 N E ST			1201
110019444	00 01	1	HUDDLESTON, CHARLES RAYMOND		2011/04/13	DYE, JIMMY D	723 NO. 5TH			1201
100027991	00 01	1	HUDDLESTON, CHARLES RAYMOND		2010/05/13	SOSEBEE, NATHAN	N. 5TH/N. P			1201
090066844	00 01	1	HUDDLESTON, CHARLES	2009/09/25	PARSONS, BARNEY EUGENE		1701 NORTH 6TH			

Case Notes		
User	Date	Comments
Shawn	11/6/2009	Case heard in district court on 10/14/09 continued until 12/9 at which time the windows are to be repaired.
Shawn	1/14/2010	1/13/10 Court Mr. Huddleston found guilty by district court for failure to comply. He was informed if work is not done in 30 days that a new affidavit will be done he will appear back before the district court. He was fined 500.00 plus 85.00 in court costs.
Rick	3/1/2011	Spoke with Mr. Huddleston in person. Advised that I was taking pictures for an Affidavit of Criminal Summons. He stated that he understood that I was just doing my job. He said that he had been to court before with Shawn. I also advised him that he could not be living in the house without sanitation and water. He said that he had paid \$200.00 on the bill and only lacked \$70.00 getting the water back on. I told him the water had to be on before he could occupy the structure. He said he understood.
Rick	1/24/2013	Bench Warrant for Failure to appear was issued by Judge Saxon with bond set at \$100.

Name	Seq	Type	Status	CmplDate	DueDate	Id	Comments
Verify Violation	1	Inspection	Completed	11/14/2008	11/14/2008	Shawn	Property inspected for violations under the Property Maintenance code on 11/12/08
Warning Letter	2	Letter	Sent	11/14/2008	11/14/2008	Shawn	Certified letter sent to propert owner on record with the county
Response from Responsible Party	3	Response	RespRecv	12/9/2008	12/8/2008	Shawn	Certified receipt in
Re-Inspection for Compliance	4	Inspection	Completed	12/29/2008	12/24/2008	Shawn	some progress made noted in photographs
Notice	5	Letter	Sent	3/4/2009	2/3/2009	Shawn	Certified letter sent
Response from Responsible Party	6	Response	RespRecv	3/17/2009	3/31/2009	Shawn	Certified letter receipt in
Compliance Inspection	7	Inspection	Completed	7/16/2009	5/26/2009	Shawn	photos taken little change on the property
Criminal Summons	8	Letter	Sent	9/18/2009	9/17/2009	Shawn	Criminal summons completed in file
Response From District Court	9	Response	RespRecv	11/6/2009	10/19/2009	Shawn	Case Now in Court
Compliance Inspection for Court	10	Inspection	Completed	1/14/2010	1/12/2010	Shawn	no change photos taken for
Compliance Inspection	11	Inspection	Completed	4/1/2010	3/23/2010	Shawn	no change
Attempt Contact	12	Phone	Completed	5/13/2010	5/14/2010	Shawn	attempted to call number no longer in service sending certified
Pre Warrant Notice	13	Letter	Sent	5/13/2010	5/14/2010	Shawn	
Response	14	Response	RespRecv	6/8/2010	6/14/2010	Shawn	
Compliance Inspection	15	Inspection	Completed	7/2/2010	6/28/2010	Shawn	photos taken, progress beginning on structure, painting, new glass, removing rotted wood
Notice	16	Letter	Sent	7/29/2010	7/14/2010	Shawn	
Response	17	Response	NoResp	8/13/2010	8/30/2010	Shawn	returned unclaimed
Compliance Inspection	18	Inspection	Completed	10/25/2010	9/23/2010	Rick	No change?

Next Inspection	19	Inspection	Completed	10/25/2010	10/25/2010	Rick	Send new pre-warrant letter - include Kristine Cockrell.
New Letter of Affidavit	20	Letter	Sent	10/26/2010	10/26/2010	Rick	Letters sent via Certified and 1st Class mail.
Response	21	Response	RespRecv	11/9/2010	11/10/2010	Rick	Certified letter returned unclaimed.
Re-Inspection	22	Inspection	Completed	12/10/2010	12/10/2010	Rick	Met with owner on-site. Agreed to have visible progress made every 30 days until finished. If not then criminal summons will be issued.
Next Inspection	23	Inspection	Completed	1/11/2011	1/10/2011	Rick	Some progress made as agreed.
Inspection for Progress	24	Inspection	Completed	2/11/2011	2/11/2011	Rick	No further change - file affidavit.
File Affidavit	25	Letter	Sent	3/3/2011	3/3/2011	Rick	Affidavit filed.
Waiting on Court Date	26	Meeting	Completed	4/27/2011	4/27/2011	Rick	\$500.00 Fine + Court cost/ review set for June 22 to give opportunity to
Court Review	27	Meeting	Completed	7/14/2011	7/13/2011	Rick	Mr. Settle is to try to make contact with Ms. Cockrell and work out a deal for her to sign the deed if a buyer is
Court Review	28	Meeting	Completed	9/28/2011	9/28/2011	Rick	Failure to Appear / Warrant set aside. Appeared on 10-12 and continued til 11-9-11.
Court Review	29	Meeting	Completed	12/14/2011	12/14/2011	Rick	No change - continued to January 11, 2012.
Court Review	30	Meeting	Completed	1/25/2012	1/25/2012	Rick	Continued til February 8th - judge trying to find pro-bono attorney for Mr. Huddleston.

Court Review	31	Meeting	Completed	2/22/2012	2/22/2012	Rick	Judge Borengasser advised Mr. Huddleston to contact at least 5 attorneys and bring the results of those contacts back to court with him.
Court Review	32	Meeting	Completed	3/28/2012	3/28/2012	Rick	Continued til May 23rd, needs to have windows and trim repaired.
Court Review	33	Meeting	Completed	5/24/2012	5/23/2012	Rick	Continued til 6-27-12. Will continue repairs in progress.
Court Review	34	Meeting	Completed	6/27/2012	6/27/2012	Rick	Continued til 8-8-12. Check with Carolyn Plank and the Neighborhood Coalition about assistance and with Maggie Rice on possible buyers and report back to court.
Court Review	35	Meeting	Completed	8/8/2012	8/8/2012	Rick	Continue working on house. As long as enough work is done give 30 day extension to next court date and notify court.
Court Review	36	Meeting	Completed	9/12/2012	9/12/2012	Rick	Case continued til 9-26, Judge Saxon will dispose of case at that time.
Final Court Review	37	Meeting	Completed	9/27/2012	9/26/2012	Rick	Mr. Huddleston advised that he had a person willing to put \$10,000 towards repair of exterior. Judge Saxon gave him until 12-12 to make repairs.
Court Review	38	Meeting	Completed	12/13/2012	12/12/2012	Rick	Continued till 1-9-13.
Court Review	39	Meeting	Completed	2/14/2013	2/13/2013	Rick	Court case dismissed. Will continue to monitor property.
Monitor for Progress	40	Inspection	ToDo		10/15/2014	Rick	















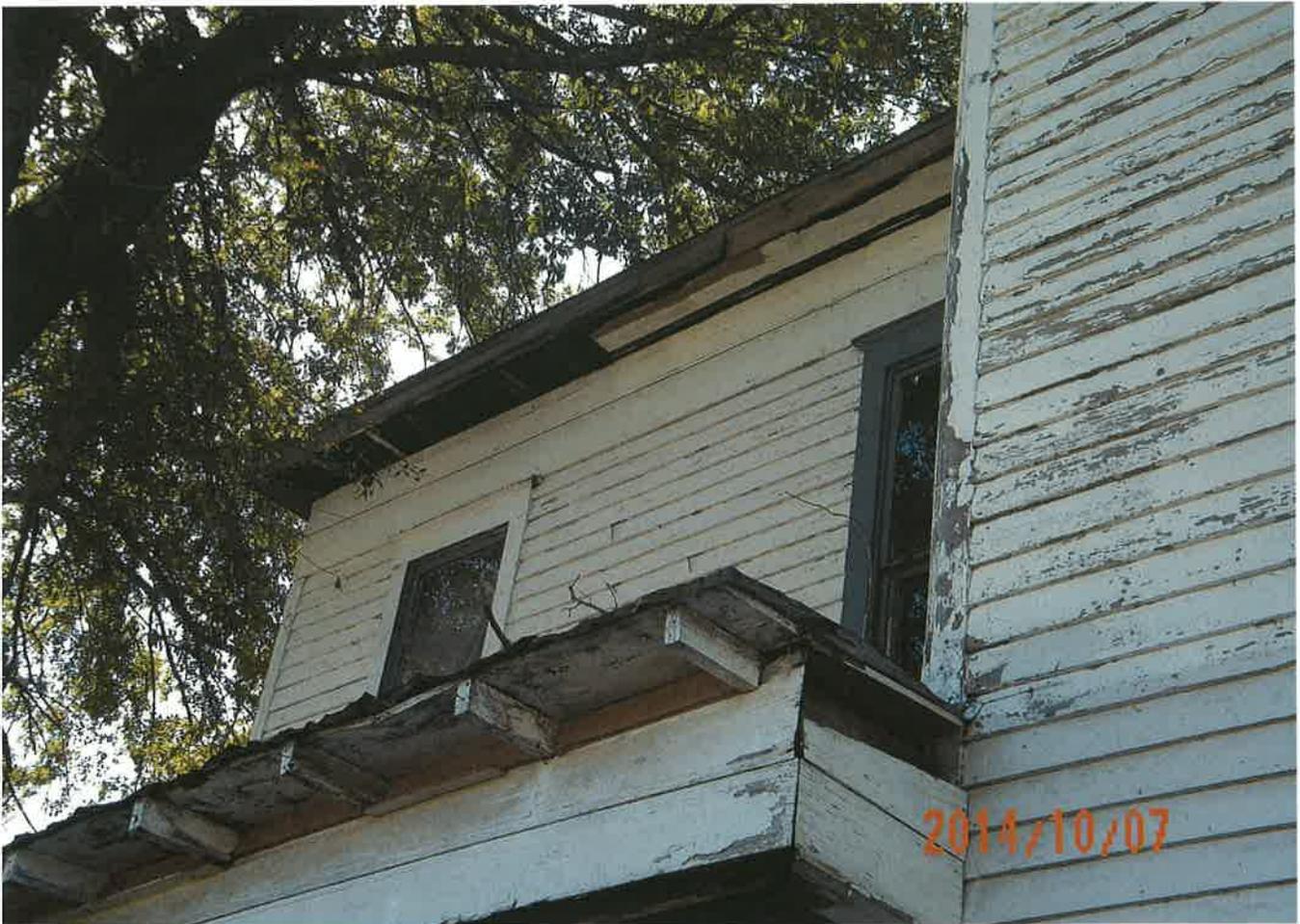








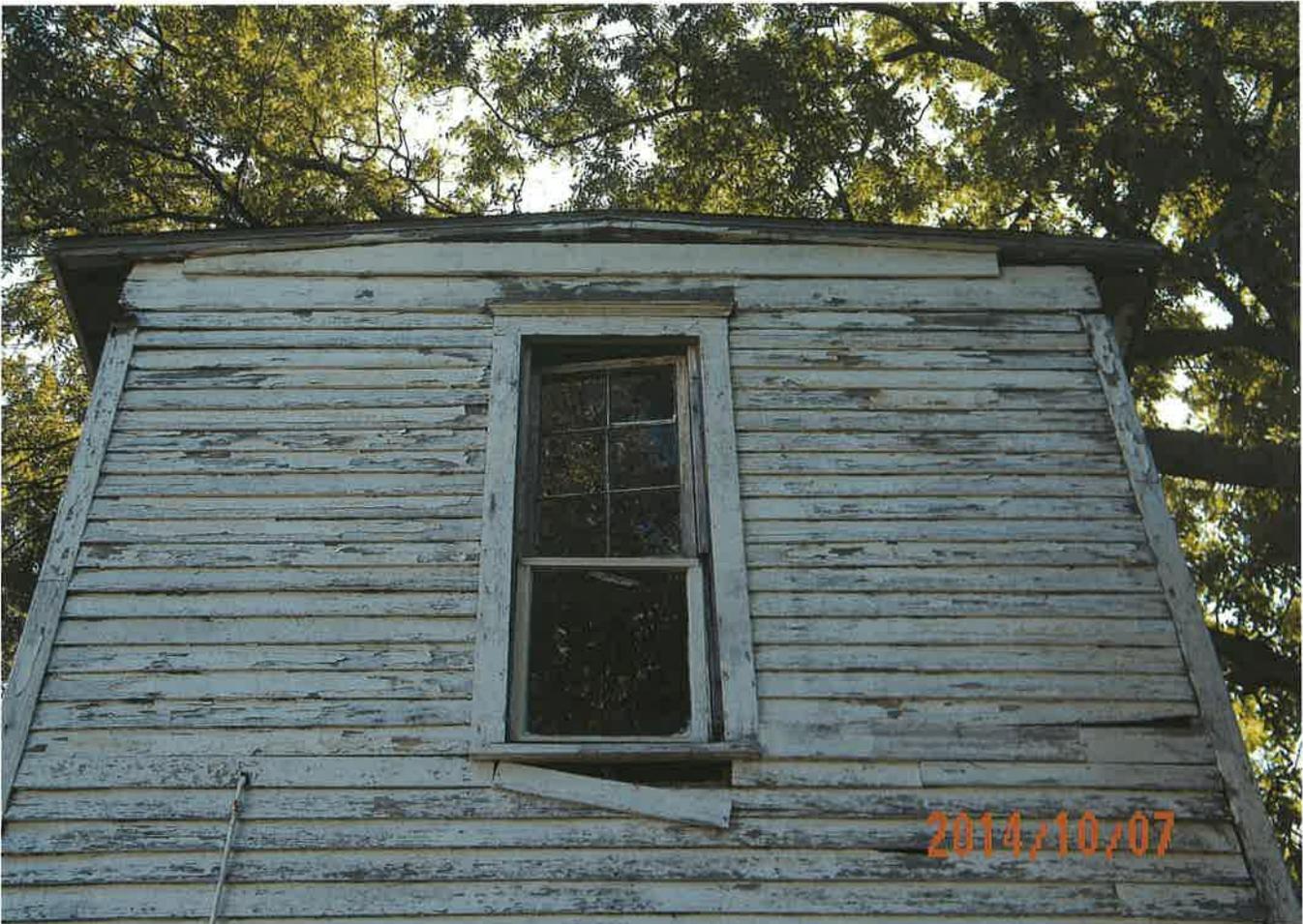
























ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS
FROM THE GENERAL FUND

BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE
CITY OF FORT SMITH, ARKANSAS, THAT:

There is hereby authorized an appropriation in the amount of
\$84,000 from the unobligated balance of the General Fund (0101) to
provide funding for the 2015 Steel Horse Rally, subject to execution
of a services agreement containing the City's standard provisions.

THIS ORDINANCE ADOPTED THIS 20th DAY OF January, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



No Publication Required



MEMORANDUM

January 16, 2015

TO: Mayor and Board of Directors

FROM: Ray Gosack, City Administrator

SUBJECT: Steel Horse Rally

At the January 13th study session, the board considered a request for funding from the Steel Horse Rally Inc. Attached is the requested ordinance which appropriates \$84,000 from the General Fund balance for this event. A services agreement with the Steel Horse Rally Inc. will be required. It's being prepared and should be ready for the February 3rd board meeting. The Steel Horse Rally implements the following policy in the comprehensive plan:

Support festivals and special events that highlight what makes Fort Smith unique (Natural and Cultural Resources - 3.3)



A handwritten signature in black ink that reads "Ray".

Attachment

cc: Dennis Snow, Steel Horse Rally Inc.

The Steel Horse Rally

Board of Directors

2014 – 2015

Dennis Snow | President

Host of "Thunder TV"

Jerry Hamel | Vice President

Owner of Hamel properties LLC

Karen Snow | Secretary/Treasurer

Writer/Graphic Designer

Michael Crouch | Board Member

Owner/Managing Director of Old Fort Harley-Davidson

Karen Allison | Board Member

General Manager of the Breeden Auto Group

Michael Tilley | Board Member

The City Wire

Shannon Burkhardt | Board Member

Owner of Tri-State Salvage

Orval Smith | Board Member

Owner of Elite Extermination

Tim Randolph | Board Member

Retired Fort Smith Police Officer

Accountant: Tom Gammill

Thomas Gammill & Co. Ltd.

Legal Counsel: Bill Horton

Attorney | Nolan, Caddell & Reynolds

Consulting: Ben Handford

Former Director; Bikes, Blues, and BBQ, Fayetteville, AR.

Consulting: Grady Spann

Chairman; Mountains, Music, and Motorcycles, Mountain View, AR.

Regional Supervisor Arkansas State Parks

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO
EXECUTE AGREEMENTS FOR CERTAIN SERVICES FOR
INHABITANTS OF THE CITY OF FORT SMITH

BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF
THE CITY OF FORT SMITH, ARKANSAS, THAT:

SECTION 1: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Museum of History** providing for the payment by the City to the Fort Smith Museum of History up to a maximum of **\$7,162** during calendar year 2015 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 2: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Heritage Foundation** in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$8,100** during calendar year 2015 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 3: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Symphony** providing up to a maximum of **\$9,000** during calendar year 2015 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 4: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Regional Art Museum** providing up to a maximum of **\$9,145** during calendar year 2015 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 5: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Chorale** providing payment up to a maximum of **\$5,400** during calendar year 2015

for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 13: The Mayor is hereby authorized to execute that certain agreement with the **Western Arkansas Ballet** providing for the payment by the city to the Western Arkansas Ballet in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$4,753** during calendar year 2015 for services provided to the City and its inhabitants, which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 7: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Little Theater** in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$5,040** during calendar year 2015 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 8: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Boys and Girls Clubs** providing for the payment by the City to the Fort Smith Boys and Girls Clubs in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the Fort Smith Boys and Girls Clubs facilities up to a maximum of **\$14,850** during calendar year 2015 for services provided to the City and its inhabitants, which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 9: The Mayor is hereby authorized to execute that certain agreement with the **Girls Incorporated** providing for the payment by the City to Girls Incorporated in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of Girls, Inc. facilities up to a maximum of **\$7,650** during calendar year 2015 for services provided to the City and its inhabitants, which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 10: The Mayor is hereby authorized to execute

that certain agreement with the **Lincoln Youth Center** providing payment up to a maximum of **\$10,350** during calendar year 2015 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 11: The Mayor is hereby authorized to execute that certain agreement with the **The First Tee** providing for the payment by the city to The First Tee in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$6,750** during calendar year 2015 for services provided to the City and its inhabitants, which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 12: The Mayor is hereby authorized to execute that certain agreement with the **Gregory Kistler Treatment Center for Children** providing for the payment by the City to the Gregory Kistler Treatment Center for Children in the amount of the actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the Gregory Kistler Treatment Center for Children up to maximum of **\$4,050** during calendar year 2015 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for physically impaired individuals and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 13: The Mayor is hereby authorized to execute that certain agreement with **ARC for the River Valley** providing for the payment by the City to ARC for the River Valley up to maximum of **\$4,500** during calendar year 2015 for services which services include the providing of programs for educational and recreational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 14: The Mayor is hereby authorized to execute that certain agreement with the **Next Step Day Room** providing for the payment of **\$4,950** during calendar year 2015 for services provided the City and its inhabitants, which services include the providing of facilities and programs for rehabilitation and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 15: The Mayor is hereby authorized to execute that certain agreement with **Girls Shelter**, providing for the payment by the City to Girls Shelter in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the facilities up to a maximum of **\$4,050** during calendar year 2015 for services

provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 113: The Mayor is hereby authorized to execute that certain agreement with **Reynolds Cancer Support House** providing for the payment by the City to Reynolds Cancer Support House in the amount up to maximum of **\$4,950** during calendar year 2015 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 17: The Mayor is hereby authorized to execute that certain agreement with the **Crisis Intervention Center**, providing for the payment by the City to the Crisis Intervention Center, in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of facilities up to a maximum of **\$4,950** during calendar year 2015 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 18: The Mayor is hereby authorized to execute that certain agreement with the **Fountain of Youth Adult Day Care Center**, providing for the payment by the City to the Fountain of Youth Adult Day Care Center, in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation up to a maximum of **\$4,050** during calendar year 2015 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 19: The Mayor is hereby authorized to execute that certain agreement with the **Community Services Clearinghouse**, providing for the payment by the City to the Community Services Clearinghouse, of **\$4,950** during calendar year 2015 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 20: The Mayor is hereby authorized to execute that certain agreement with the **River Valley Regional Food Bank**, providing for the payment by the City to the River Valley Regional Food Bank, in the amount of actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred

in the operation of the facilities up to a maximum of **\$4,950** during calendar year 2015 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 21: The Mayor is hereby authorized to execute that certain agreement with the **Fort Smith Museum of History** providing for the payment by the City to the Fort Smith Museum of History in the amount of the actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the Fort Smith Museum of History up to a maximum of **\$20,000** during calendar year 2015 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 22: The Mayor is hereby authorized to execute that certain agreement with **SRCA, Inc. Social Services** providing for the direct payment by the City to SRCA, Inc. Social Services of **\$176,207** during calendar year 2015 for services provided the City and its inhabitants, which services include the providing of facilities and programs for nutritional purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 23: The Mayor is hereby authorized to execute that certain agreement with the **Area Agency on Aging** providing for the payment by the City to the Area Agency on Aging of **\$50,000** during calendar year 2015 for services provided the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 24: The Mayor is hereby authorized to execute that certain agreement with the **Project Compassion** providing for the payment of **\$7,500** during calendar year 2015 for services provided the City and its inhabitants, which services include the providing of facilities and programs for rehabilitation and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 25: The Mayor is hereby authorized to execute that certain agreement with **The Steps Inc.** providing for the payment by the City to The Steps Inc. in the amount of the actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the Fort Smith Museum of History up to a maximum of **\$1,800** during calendar

year 2015 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 213: The Mayor is hereby authorized to execute that certain agreement with **Good Samaritan Clinic** providing for the payment by the City to Good Samaritan Clinic in the amount up to maximum of **\$4,950** during calendar year 2015 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 27: The Mayor is hereby authorized to execute that certain agreement with **The Hope Chest** providing for the payment by the City to The Hope Chest in the amount up to maximum of **\$900** during calendar year 2015 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 28: The Mayor is hereby authorized to execute that certain agreement with **FS Children's Emergency Shelter** providing for the payment by the City to FS Children's Emergency Shelter in the amount up to maximum of **\$4,500** during calendar year 2015 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for health and human service purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2015.

SECTION 29: The Mayor is hereby authorized to execute that certain agreement with **Lincoln Childcare** providing for the payment by the City to Lincoln Childcare in the amount of the actual utility expenses (water, sewer, sanitation, gas and electric expense) incurred in the operation of the Fort Smith Museum of History up to a maximum of **\$4,050** during calendar year 2015 for services provided to the City and its inhabitants, which services include the providing of facilities and programs for cultural and educational purposes

SECTION 30: It is hereby declared and determined by the Board of Directors that the subject matters of the agreements authorized by Sections 1, 2, 3, 4, 5, 13, 7, 8, 9, 10, 11, 12, 13, 14, 15, 113, 17, 18, 19, 20, 21, 22, 23, 24, 25, 213, 27 and 28 and 29 above deal with providing services in an exceptional situation where competitive bidding procedures are

not feasible so that such competitive bidding procedures are hereby waived with reference to such agreements.

SECTION 31: The authorizations set forth in Sections 1-28 above are deemed and declared to be severable. Any invalidity of one or more of the separate sections shall not affect the validity of the other sections of this Ordinance.

PASSED AND APPROVED this 20 day of January, 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



No Publication Required



MEMORANDUM

January 12, 2015

TO: Ray Gosack, City Administrator

FROM : Christy Deuster, Finance Department 

SUBJECT: Outside Agency Review Panel Recommendations

The following funding recommendations were made by the Outside Agency Review Panel from funds allocated in the adopted 2015 Budget:

Arts & Humanities

Fort Smith Museum of History	\$7,162
Fort Smith Regional Art Museum	\$9,145
The Fort Smith Symphony	\$9,000
Fort Smith Chorale	\$5,400
Fort Smith Heritage Foundation	\$8,100
Fort Smith Little Theater	\$5,040
Western Arkansas Ballet	\$4,753

Total Arts & Humanities \$48,600

Recreation

Fort Smith Boys and Girls Clubs	\$14,850
Girls, Inc.	\$ 7,650
Lincoln Youth Center	\$10,350
The First Tee	\$ 6,750
ARC for the River Valley	\$ 4,500
FS Children's Emergency Shelter	\$ 4,500

Total Recreation \$48,600

Social & Community Services	
Girls Shelter	\$4,050
Next Step Day Room	\$4,950
Crisis Intervention Center	\$4,950
Community Services Clearinghouse	\$4,950
Gregory Kistler Treatment Center	\$4,050
River Valley Regional Food Bank	\$4,950
Reynolds Cancer Support House	\$4,950
The STEPS, Inc.	\$1,800
Fountain of Youth Adult Day Care Center	\$4,050
Good Samaritan Clinic	\$4,950
Lincoln Childcare	\$4,050
Hope Chest	\$ 900
Total Social & Community Services	<u>\$48,600</u>

Grand Total All Categories **\$145,800**

The total allocated from the General Fund for outside agency funding is \$145,800.

In addition, the following agencies were approved for funding from a portion of the county sales tax for the year 2015:

Area Agency on Aging	\$50,000
SRCA, Inc. Social Services	\$176,207
Project Compassion	\$7,500
Total Funded-Portion of County Sales Tax	<u>\$233,707</u>

Ray Gosack
January 12, 2015
Page 3

Prior to disbursing to these organizations, the City attorney has advised that an agreement be executed with each organization which states the services to be provided in 2015. These agreements require each organization's books and records to be open to the public and allow review of financial statements and records by the City as necessary during the year.

Attached for the Board of Directors consideration is an ordinance authorizing the Mayor to execute agreements with each of the organizations. A copy of a blank agreement is also attached. Upon execution by the Mayor, on the City's behalf, each organization will execute their agreement.

If you have any questions or require further information, please let me know.

Attachments

pc: Kara Bushkuhl

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the City of Fort Smith, Arkansas ("City"), and _____, a city wide, non-sectarian, incorporated, community organization ("The Community Organization"),

WITNESSETH:

WHEREAS, The Community Organization has possession and control of physical facilities suitable for providing to the City's residents certain services, as enumerated in paragraph one (1) below, which services fulfill a governmental function to provide for the health, safety, and welfare of the City's inhabitants; and

WHEREAS, the parties desire to provide a program of such services and facilities for the City's inhabitants;

NOW, THEREFORE, it is agreed by the parties that in exchange for the mutual covenants and agreements set forth below;

1. The Community Organization will provide to the City and its inhabitants, for the year 2015, a service which will provide facilities and programs as identified in its 2015 Budget application package on file in the City Clerk's office.

2. In consideration for the providing of the services described in the preceding paragraph, the City agrees to pay The Community Organization the sum of _____ in installments as follows: (Disbursement Terms). The Community Organization shall provide to the City a six month Use of Funds Summary and a yearend Use of Funds Summary accounting how funds received were spent to benefit the City and its inhabitants.

3. It is agreed by The Community Organization that the City shall have the right, at all reasonable times, to inspect the facilities and programs being provided by The Community Organization under this Agreement, and shall have the right, at all reasonable times, to inspect the financial and other records of The Community Organization. After inspection or investigation, the City shall have the right to notify The Community Organization, in writing, of any deficiencies in the program and/or facilities provided under this Agreement, and, if such deficiencies are not cured within thirty (30) calendar days from the date of such written notice, the City shall have the absolute right to terminate this Agreement. To assist the City in monitoring its activities, The Community Organization shall, on a quarterly or more frequent basis, provide to the City Administrator, or his/her designated agent, a report of The Community Organization's financial and service activities during the period preceding such report.

4. Furthermore, the City shall have the right to cancel this Agreement upon the happening of any of the following:

- a. Any substantial damage to or destruction of The Community Organization's facilities within the City by fire, wind, or other casualty; or
- b. A determination by the Board of Directors that the services provided hereunder are no longer needed as a governmental function, or, otherwise, a determination by the Board of Directors that the City, for whatever reason, no

longer desires to have such services provided by The Community Organization;
or

c. A determination by the Board of Directors that The Community Organization, its employees, or agents, in the providing of the services hereunder, have violated the City's policy against discrimination on the basis of age, sex, religion, race, national origin, political affiliation, handicap, veteran status, or have violated the City's policy in favor of a drug-free work place.

In addition to any of the other rights of cancellation stated herein, either party shall have the right to cancel this Agreement because of the breach by the other party of that party's obligations hereunder, such cancellation to be effective as of the date of the breach. Failure by either party immediately to declare the contract canceled by reason of a particular breach shall not preclude a party from raising that breach subsequently as a reason for cancellation. Should the Agreement be canceled, for any reason, The Community Organization understands and agrees that the City shall immediately cease paying any further monies under this Agreement, and agrees additionally The Community Organization will refund to the City, on a pro-rated basis, monies paid by the City for services not rendered by The Community Organization.

5. The Community Organization shall indemnify and hold harmless the City, its officers, boards, commissions, employees, and agents, against and from any and all claims (including, but not limited to, any based on 42 U.S.C. subsection 1983), demands, causes of action, actions, suits, proceedings, damages (including, but not limited to, damages to City property), cost of liabilities (including the City's cost with respect to its employees and cost of defending any and all such actions and proceedings described herein), arising out of or pertaining to the providing of services hereunder by The Community Organization.

13. It is agreed by the parties that there will be no assignment or transfer of this Agreement, nor of any interest in this Agreement.

7. The parties to this Agreement agree that it is not a contract of employment, but is, instead, a contract to fulfill a specific governmental purpose. Accordingly, in the performance of this Agreement, The Community Organization shall be considered an independent agent, and neither it nor its employees or agents shall be considered employees or agents of the City.

8. Because The Community Organization will be receiving monies from the City under this Agreement, The Community Organization understands that its records and meetings may become subject to the provisions of the Arkansas Freedom of Information Act.

9. It is understood and agreed by the parties that, if any part, term, or provision of this Agreement is held by The courts to be illegal or in conflict with any law of Arkansas, the entire Agreement shall be null and void.

10. This Agreement shall not be specifically enforceable in equity, by either party; nor shall any injunction be applied for or issued at the instigation of either party in case of dispute or alleged breach of this Agreement.

11. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement

shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

12. This Agreement is executed on the City's behalf by its officials as set forth below pursuant to Ordinance No. _____ adopted on _____.

13. This Agreement is executed on behalf of The Community Organization by its authorized representatives set forth below pursuant to authorization contained in a resolution of the board of directors of The Community Organization, dated the _____ day of _____,

IN WITNESS WHEREOF, the parties have set their hands and seals this 20th day of January, 2015.

City of Fort Smith

By: _____
Mayor

Attest:

City Clerk

Name of Community Organization

By: _____
President

Attest: _____
Secretary

RESOLUTION _____

A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE TOWN BRANCH DRAINAGE IMPROVEMENTS, PHASE III PROJECT NO. 11-06-B

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

The City Administrator, or his designated agents, and the City Attorney are hereby authorized to acquire, by eminent domain, if necessary, for the indicated appraised amounts, the following described tracts required for the Town Branch Drainage Improvements, Phase III project:

<u>TRACT</u>	<u>OWNER</u>	<u>APPRAISED VALUE</u>
1	Branden J. Adams	\$ 408.00
2	Charles & Linda Burford	\$ 1,448.00
3	The Reclamation Center, Inc.	\$ 4,163.00
5	Darrin & Glenda G. Bradley	\$ 5,597.00
8	Burggraf Corporation	\$ 4,425.00
10	Fort Smith HMA, LLC	\$ 6,672.00
11	Kansas City Southern Railroad	\$ 7,986.00

This resolution adopted this _____ day of January, 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



No Publication Required

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

FROM: Stan Snodgrass, P.E., Director of Engineering

DATE: January 14, 2015

SUBJECT: Town Branch Drainage Improvements, Phase III
Project No. 11-06-B
Acquisition on Tracts 1, 2, 3, 5, 8, 10 and 11

This drainage improvement project is to reduce the frequency of flooding that occurs in the downtown area and areas just north of downtown. The work includes improving the upstream outfall beginning at the South G Street/Towson intersection and extending to the west. This outfall is restricted which is contributing to the flooding.

Construction plans are complete and right of way negotiations have been ongoing since September of 2014. Seven of the twelve tracts necessary to construct this project have not yet been acquired. Based on the communications we've had with the property owners, we are requesting authorization to proceed with the eminent domain process to acquire the seven remaining tracts. A summary of these tracts is at attached. A map showing the overall project location and individual tract exhibits are also attached. We will continue to work with the property owners and expect that settlements can be reached without going to court. However, we are now at a point where we need to obtain possession of these tracts to prevent delaying construction of the project.

Attached is a Resolution to accomplish the above recommendation. I recommend the Resolution be adopted by the Board at the next regular meeting.

Attachments

Tract 1 Branden J. Adams

Tract 1 was appraised at \$408.00. Mr. Adams requested additional reimbursement for the easements, however, he didn't specify how much. Since the proposed storm drain will be near his building (across the street), he also requested a lifetime guarantee that his foundation would not settle. He asked that the City Attorney's office contact him to further discuss these issues and those discussions are ongoing.

Tract 2 Charles & Linda Burford

Tract 3 The Reclamation Center, Inc.

Tract 2 was appraised at \$1,448.00 and Tract 3 was appraised at 4,163.00. Negotiations on Tracts 2 and 3 have been with the general counsel for both property owners, Eric Pendergrass. Mr. Pendergrass requested reimbursement in the amount of \$5,000.00 for Tract 2 and \$44,000.00 to \$48,000.00 for Tract 3. Mr. Pendergrass also requested that the proposed drainage improvements be rerouted, however, his request wasn't feasible due to grade issues and utility conflicts.

Tract 5 Darrin & Glenda G. Bradley

Tract 5 was appraised at \$5,597.00. The property owners said they were not going to sign the easements because they felt the proposed location of the drainage improvements would limit the future development potential of their property. It should be noted that the proposed improvements cannot be rerouted due to grade issues and utility conflicts.

Tract 8 Burggraf Corporation

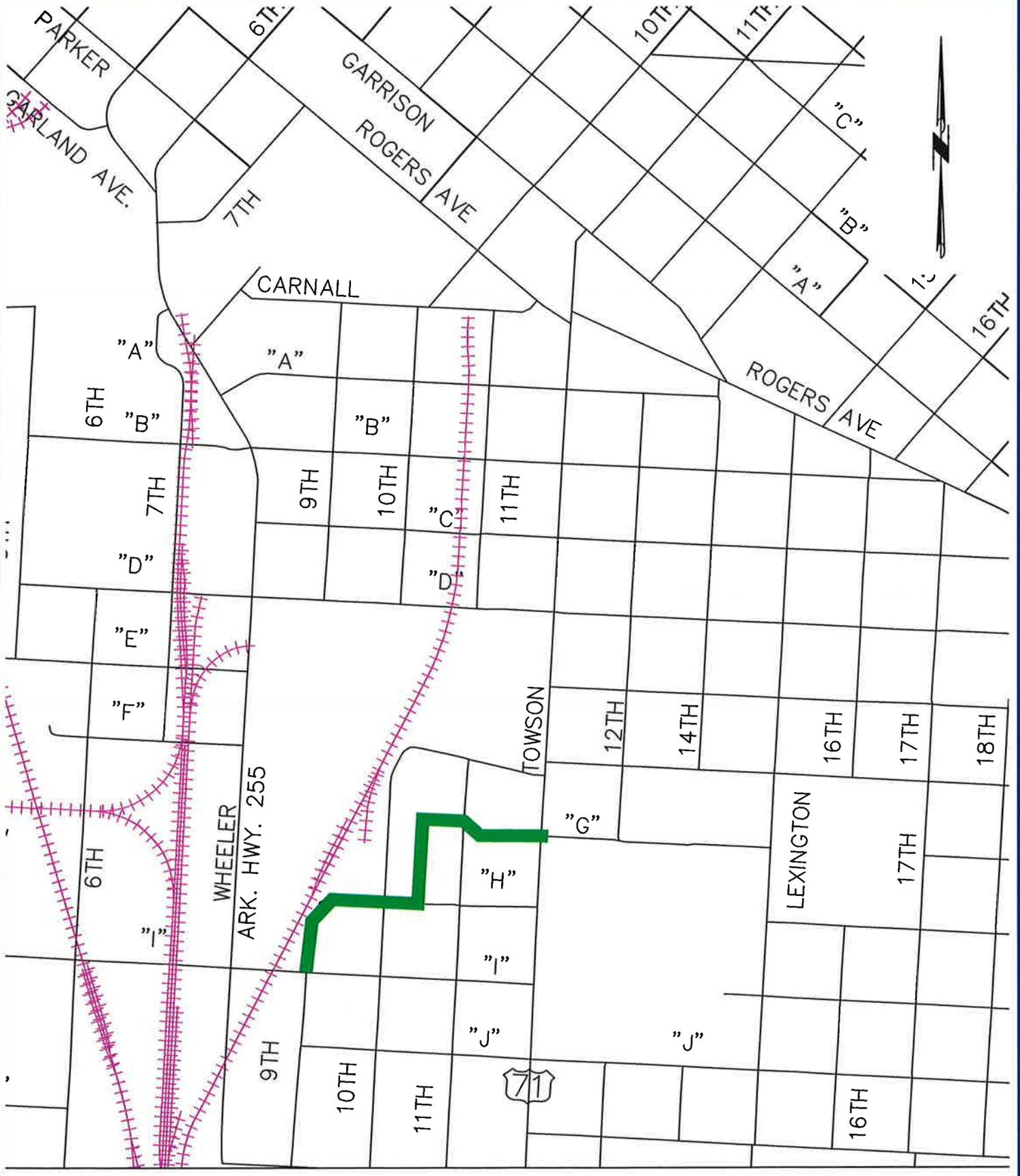
Tract 8 was appraised at \$4,425.00. Negotiations have been with the COO of Burggraf Corporation, Rustin Dalton. Mr. Dalton requested reimbursement in the amount of 6,438.96 which was 46% over the appraised amount. Mr. Dalton's justification for this increase was reviewed by the appraiser, and it was determined that it was not valid.

Tract 10 Fort Smith HMA, LLC

Tract 10 was appraised at \$6,672.00. An easement packet was mailed to Fort Smith HMA on October 29, 2014, however, no response was received until December 23, 2014. Therefore, negotiations with Fort Smith HMA have only recently begun.

Tract 11 Kansas City Southern Railroad

Tract 11 was appraised at \$7,986.00. Several attempts have been made to contact KCS since October 1, 2014, however, no response has been received.

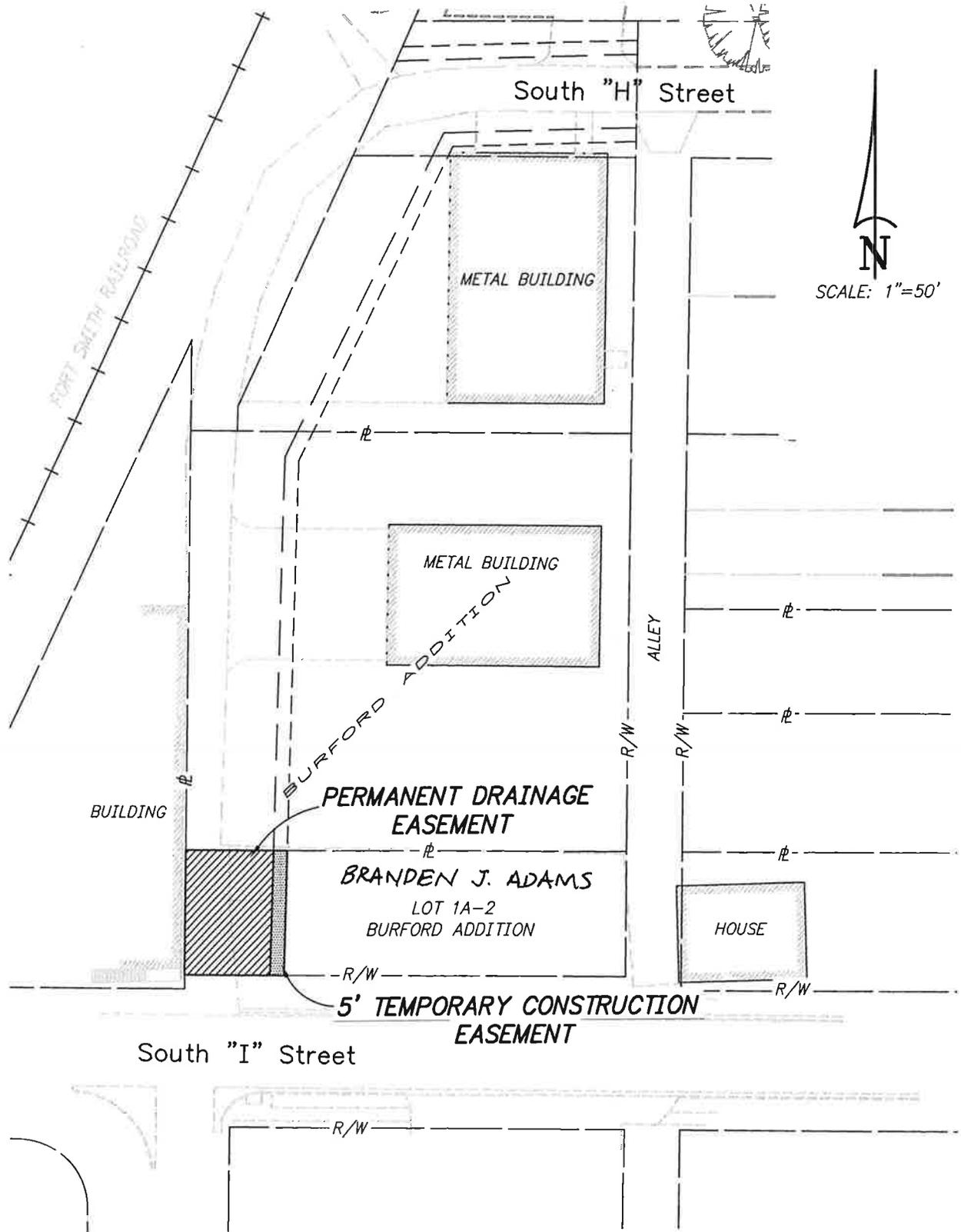


**TOWNBRANCH
DRAINAGE IMPROVEMENTS
PHASE III**



Project:	11-06-B
Date:	JAN. 2015
Scale:	NONE
Drawn By:	RBR

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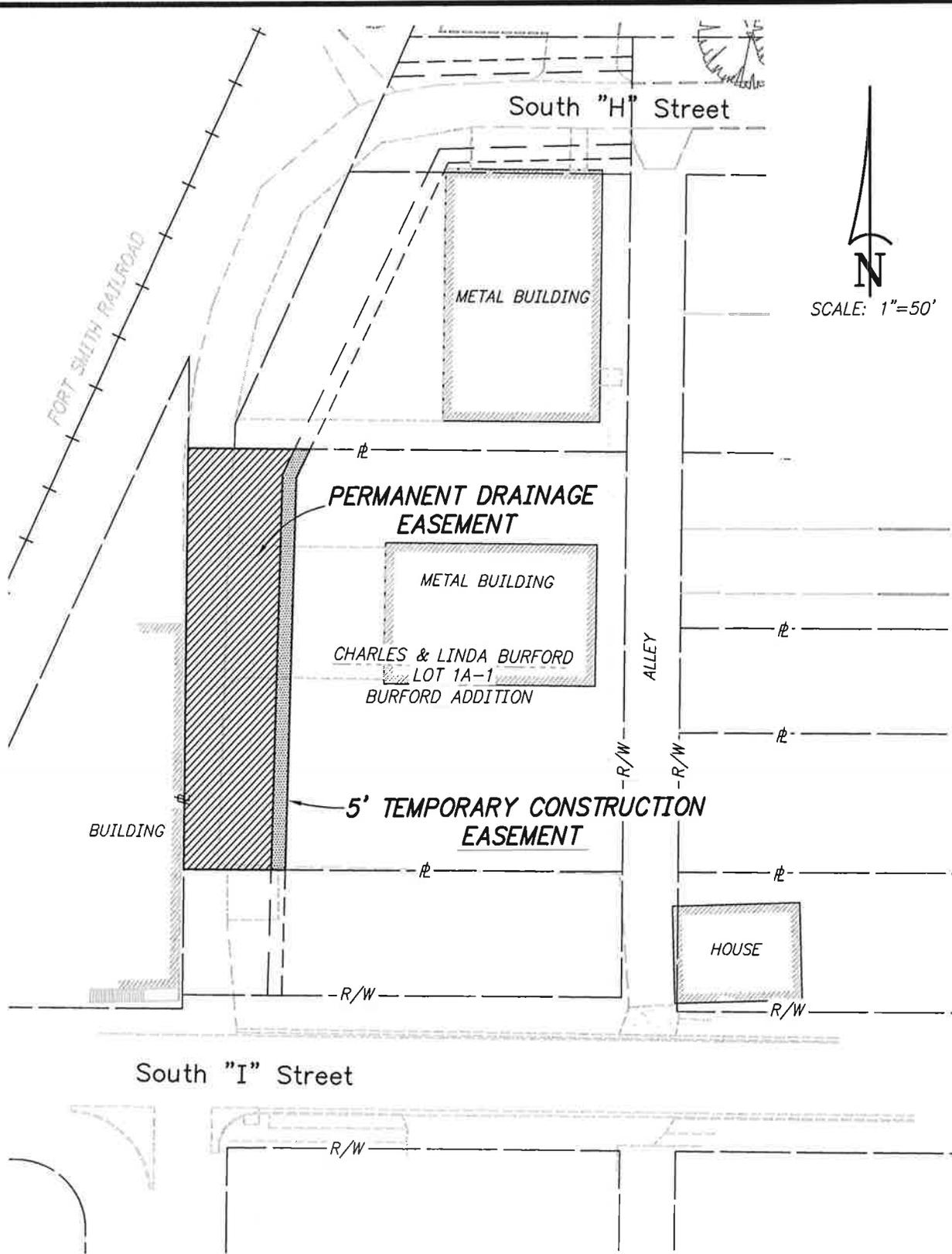
DRAINAGE EASEMENT – EXHIBIT A
TOWN BRANCH DRAINAGE IMPROVEMENTS PHASE III
TRACT 1 – BRANDEN J. ADAMS
FOR: THE CITY OF FORT SMITH

DATE: 10/11/13

SCALE: 1"= 50'

JOB NO. 2012062

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SCALE: 1"=50'

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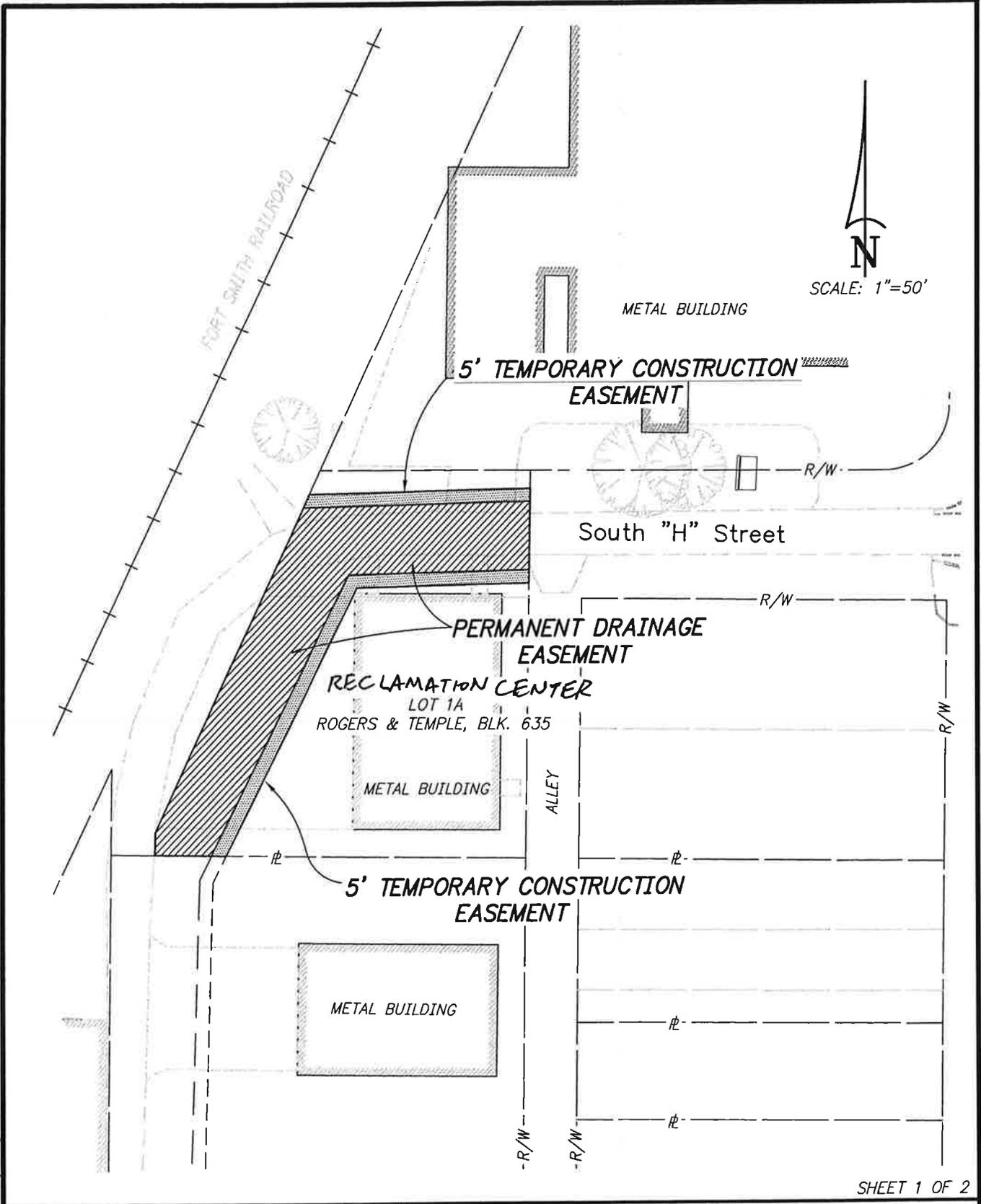
DRAINAGE EASEMENT - EXHIBIT A
TOWN BRANCH DRAINAGE IMPROVEMENTS PHASE III
TRACT 2 - CHARLES & LINDA BURFORD
FOR: THE CITY OF FORT SMITH

DATE: 10/11/13

SCALE: 1" = 50'

JOB NO. 2012062

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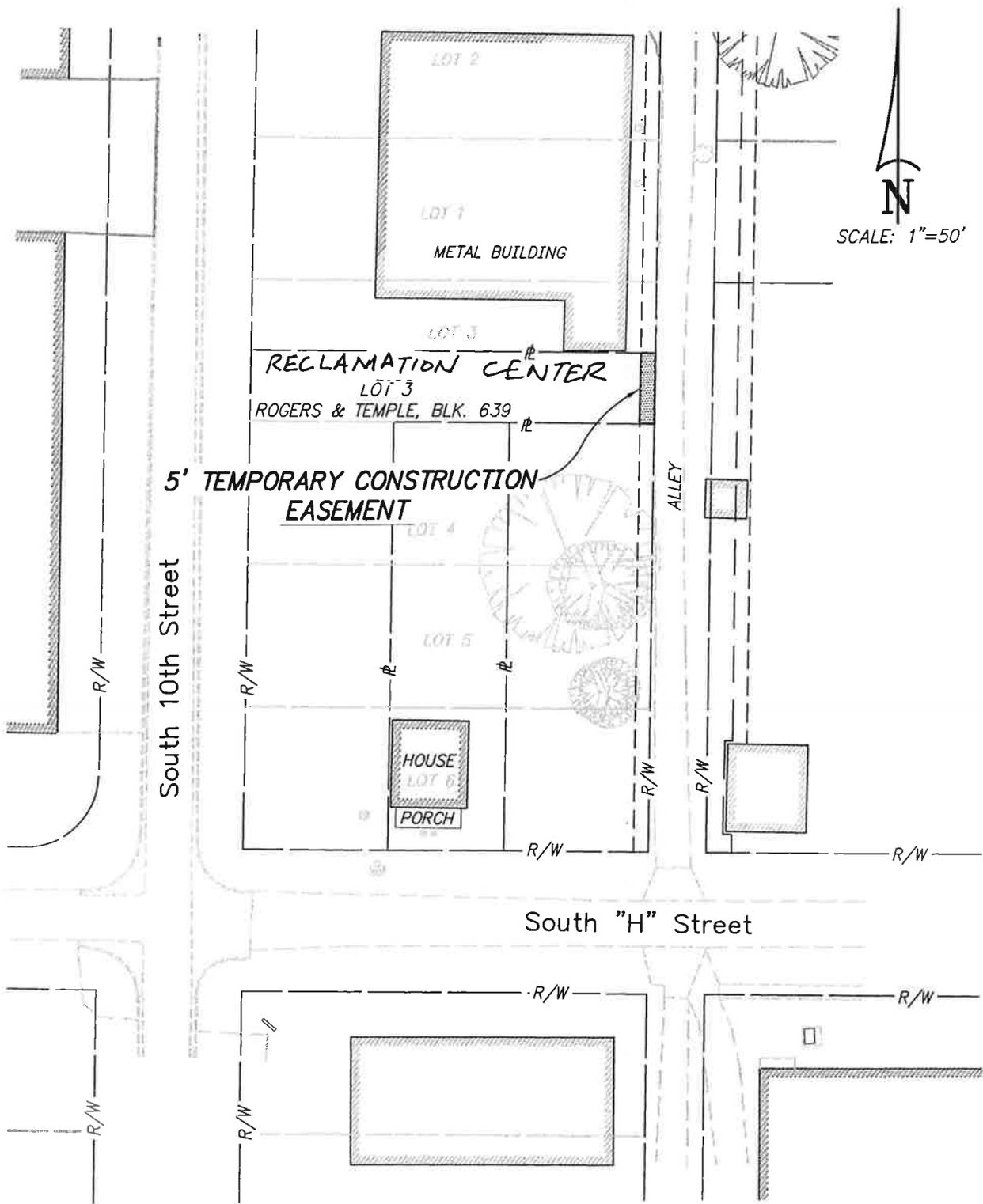
SHEET 1 OF 2

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DRAINAGE EASEMENT – EXHIBIT A
TOWN BRANCH DRAINAGE IMPROVEMENTS PHASE III
TRACT 3 – RECLAMATION CENTER
 FOR: THE CITY OF FORT SMITH

DATE: 10/11/13	SCALE: 1"= 50'	JOB NO. 2012062
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SHEET 2 OF 2

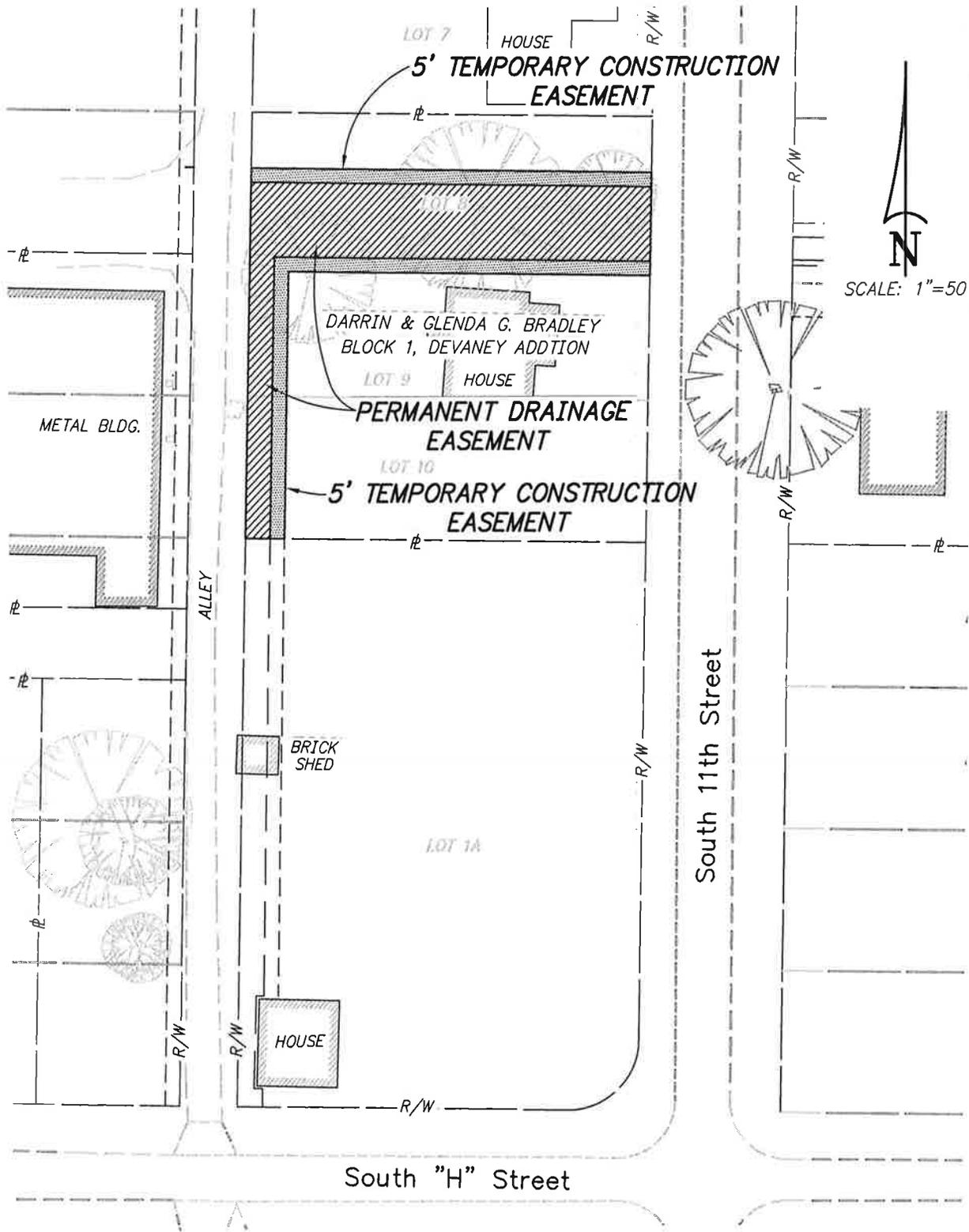
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DRAINAGE EASEMENT - EXHIBIT A
TOWN BRANCH DRAINAGE IMPROVEMENTS PHASE III
TRACT 3 - RECLAMATION CENTER
FOR: THE CITY OF FORT SMITH

DATE: 10/11/13 SCALE: 1" = 50' JOB NO. 2012062

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DRAINAGE EASEMENT – EXHIBIT A
TOWN BRANCH DRAINAGE IMPROVEMENTS PHASE III
TRACT 5 – DARRIN & GLENDA G. BRADLEY
FOR: THE CITY OF FORT SMITH

DATE: 10/11/13

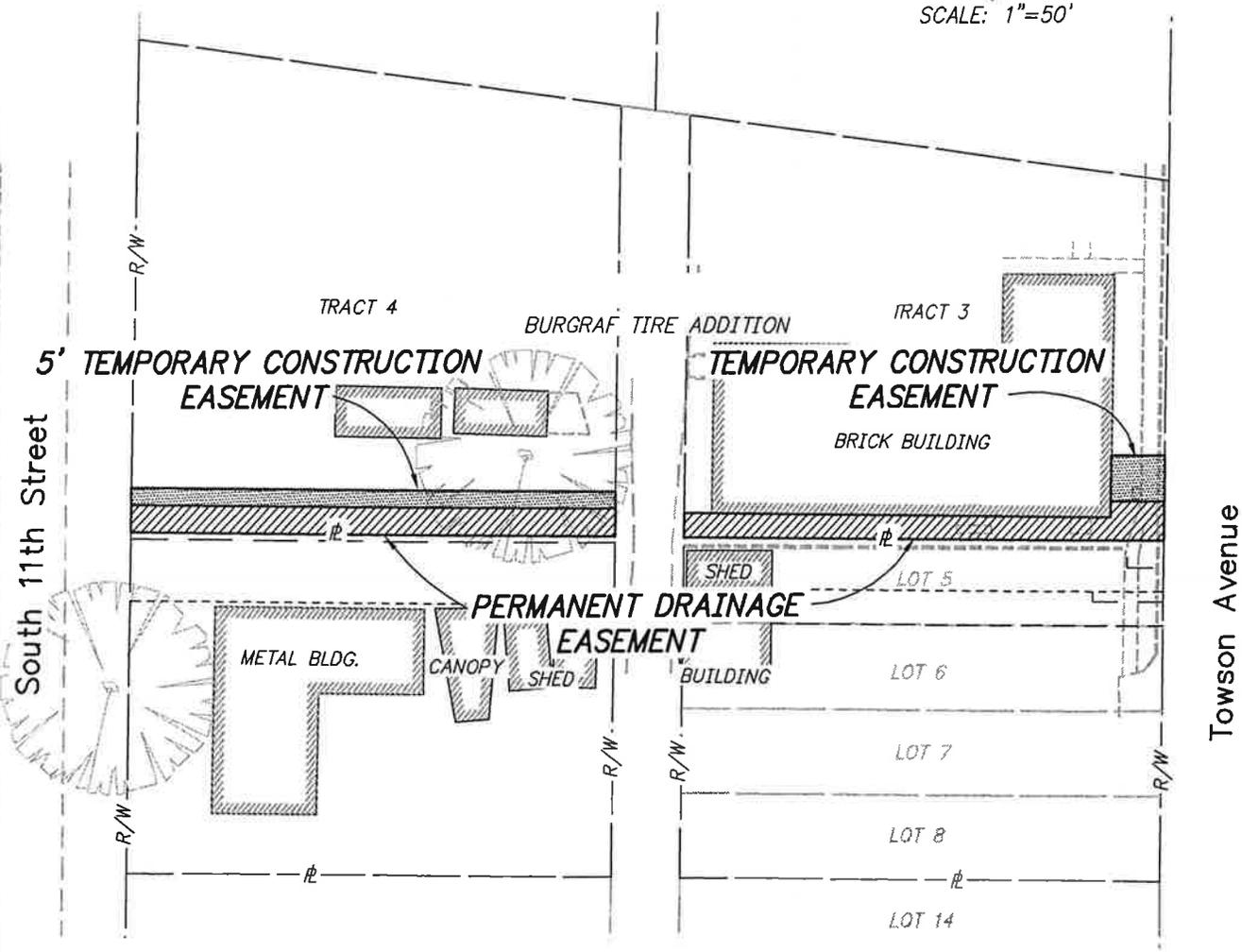
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JOB NO. 2012062

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SCALE: 1"=50'



REVISED 08/12/14 SUBDIVISION REPLAT

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DRAINAGE EASEMENT – EXHIBIT A
TOWN BRANCH DRAINAGE IMPROVEMENTS PHASE III
TRACT 8 – BURGRAF CORP

FOR: THE CITY OF FORT SMITH

DATE: 10/11/13

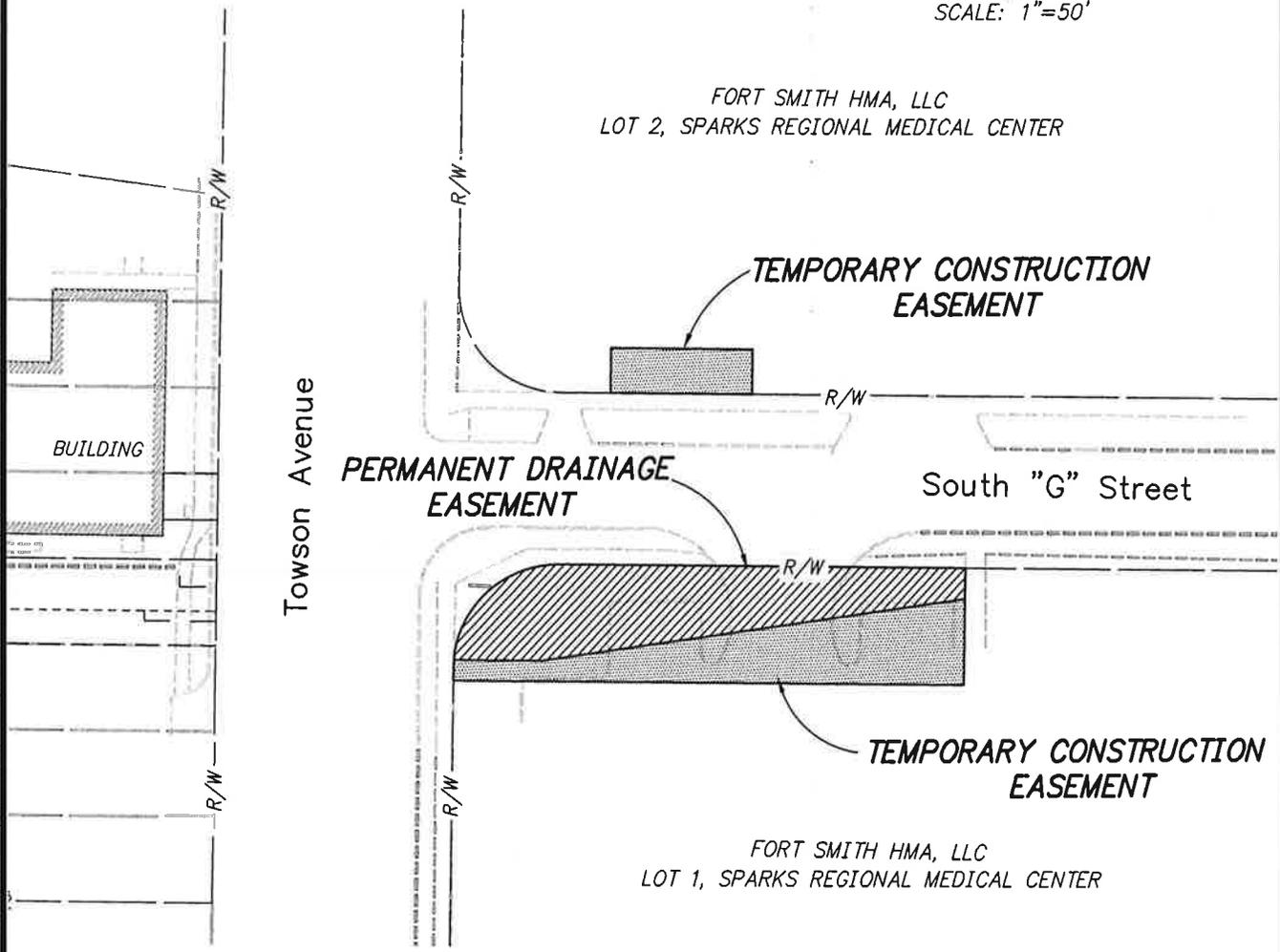
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JOB NO. 2012062

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SCALE: 1"=50'



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DRAINAGE EASEMENT – EXHIBIT A
TOWN BRANCH DRAINAGE IMPROVEMENTS PHASE III
TRACT 10 – FORT SMITH HMA, LLC
FOR: THE CITY OF FORT SMITH

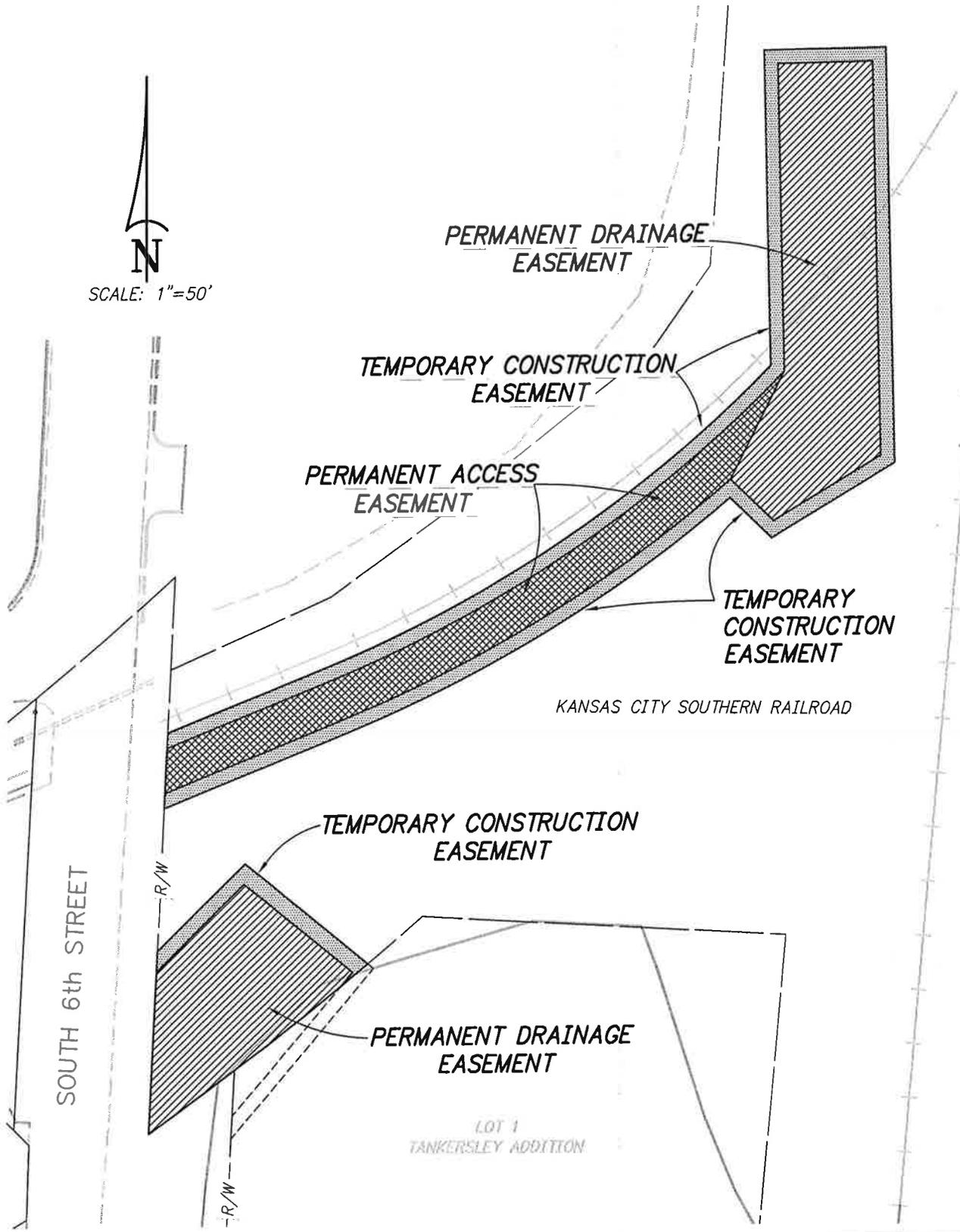
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SCALE: 1" = 50'

JOB NO. 2012062

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SCALE: 1"=50'



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DRAINAGE EASEMENT - EXHIBIT A
TOWN BRANCH DRAINAGE IMPROVEMENTS PHASE III
TRACT 11 - KANSAS CITY SOUTHERN RAILROAD
FOR: THE CITY OF FORT SMITH

DATE: 10/11/13

SCALE: 1" = 50'

JOB NO. 2012062

RESOLUTION _____

**A RESOLUTION TO ACCEPT THE BID AND AUTHORIZE A
CONTRACT FOR THE 2013 DRAINAGE IMPROVEMENTS, PHASE A
PROJECT NO. 13-06-A**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

SECTION 1: The bid of Township Builders, Inc. received January 13, 2015 for the 2013 Drainage Improvements, Phase A, Project No. 13-06-A, in the amount of \$1,943,072.00 be accepted.

SECTION 2: The Mayor is authorized to execute a contract with Township Builders, Inc. subject to the terms set forth in Section 1 above.

SECTION 3: Payment for construction authorized by Section 1 is hereby authorized from the Sales Tax Fund (1105).

This resolution adopted this _____ day of January, 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



No Publication Required



Memorandum

TO: Ray Gosack, City Administrator

FROM: Stan Snodgrass, P.E., Director of Engineering

DATE: January 14, 2014

SUBJECT: 2013 Drainage Improvements, Phase A
Project No. 13-06-A

This project consists of drainage improvements to alleviate neighborhood flooding concerns. The project includes improvements in the following two areas: Free Ferry/South 66th & 67th Streets and Knoxville Street / Cliff Drive Area between Jenny Lind Road and South 23rd Street. The locations of the proposed improvements are shown on the attached exhibit.

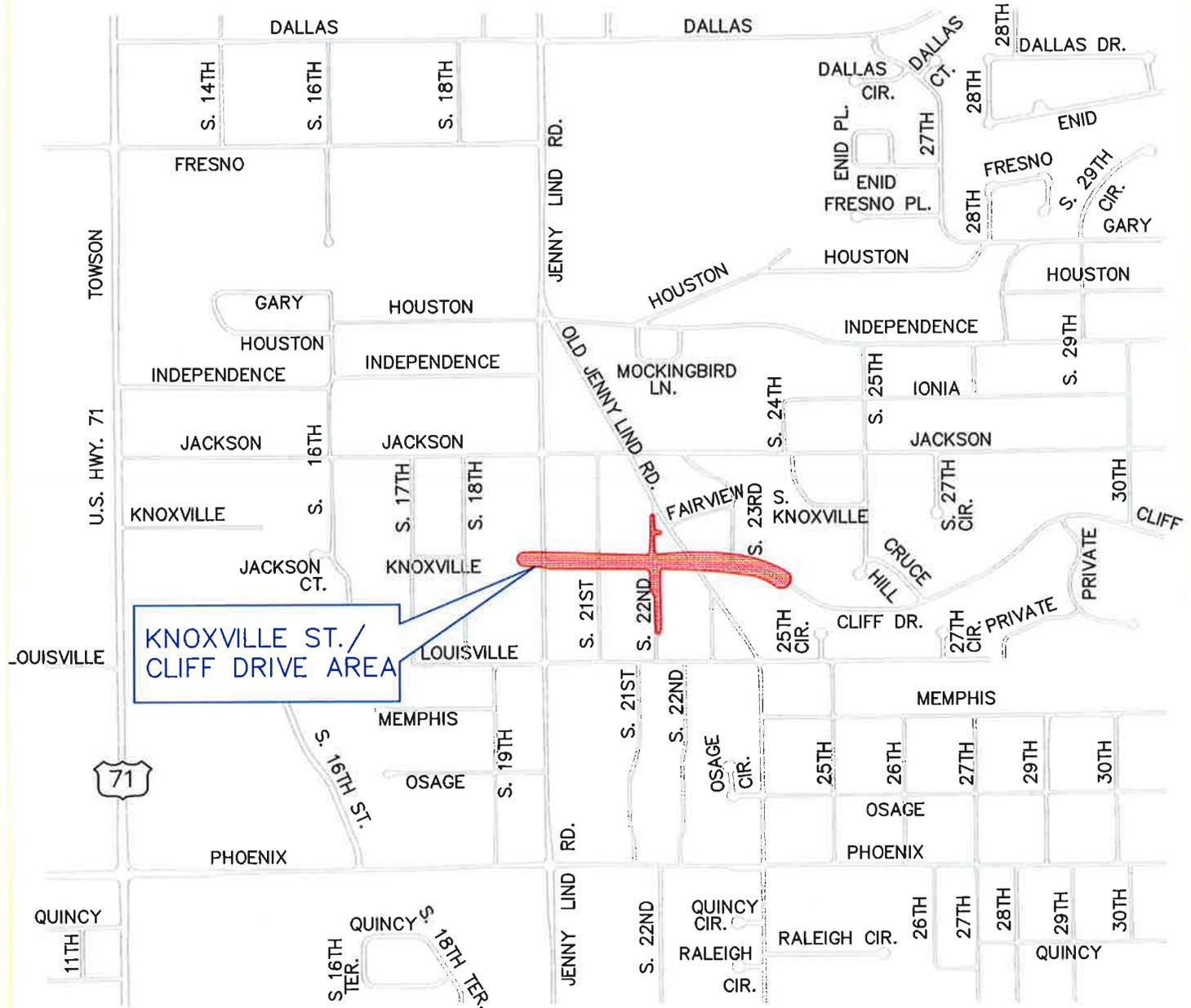
Construction plans and specifications were prepared by Philip Leraris, P.E., L.S., of Fort Smith. An advertisement was published and bids were received on January 13, 2015. Eight contractors requested plans and specifications and three bids were received which are summarized as follows:

CONTRACTOR	AMOUNT	CONTRACTOR	AMOUNT
1. Township Builders Little Rock, AR	\$1,943,072.00	3. Steve Beam Const. Fort Smith, AR	\$2,287,254.32
2. Forsgren, Inc. Fort Smith, AR	\$2,086,788.01	<i>Engineer's Estimate</i>	<i>\$2.0 Mil</i>

I recommend that the lowest bid be accepted and that the construction contract be awarded to Township Builders, Inc. The estimated notice to proceed date for this contract is February 23, 2015. Based on the contract duration of 180 days, the estimated completion date would be August 21, 2015.

This project is also in alignment with the comprehensive plan policies FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision), TI-5.1 (Continue to ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems), TI-5.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs) and NCR-2.6 (Reduce stormwater runoff and flooding).

Attached is a Resolution to accomplish the above recommendation. Funds are available in the Sales Tax Program (1105).



**CAPITAL IMPROVEMENTS PROGRAM
2013 DRAINAGE IMPROVEMENTS
PHASE A**



Project:	13-06-A
Date:	JAN. 2015
Scale:	NONE
Drawn By:	RBR

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF SPACE USE AGREEMENT WITH YOUNG ACTORS GUILD FOR SPACE ON THE MAIN LEVEL OF THE CONVENTION CENTER ANNEX

BE IT RESOLVED BY THE BOARD OF DIRECTIONS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

The Mayor is authorized to execute the attached Space Use Agreement with the Young Actors Guild for a portion of the main (1st) level of the Convention Center Annex, located at 801 Carnall Avenue, Fort Smith, AR 72901. The leased space is to be solely utilized for program preparation, auditions, and rehearsals for the Young Actors Guild for the period of February 1st, 2015 through December 31st, 2015.

THIS RESOLUTION ADOPTED this _____ day of January, 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



NPR

Memorandum

To: Ray Gosack, City Administrator
From: Russell Gibson, Director, Information and Technology Systems
Date: January 13, 2015
Re: Young Actors Guild Space Use Agreement

Ray,

Attached in PDF format please find a Resolution and Space Use Agreement between the City of Fort Smith and Young Actors Guild for a portion of the main-level (1st) of the Convention Center Annex (old downtown library) located at 801 Carnall Avenue. The space will be utilized for meetings, rehearsals, auditions, and preparations for activities directly related to the Young Actors Guild. Use of the space is being provided to YAG at no-cost and the Agreement will be in effect from February 1st, 2015 through December 31st, 2015.

The Young Actors Guild reaches 300-400 area youth, which range in age from 6-19. This Space Use Agreement is an opportunity to support these young people in our community while also supporting a highly-successful performing arts program operating on a limited budget. During this past year (2014), YAG utilized the space to prepare for several successful productions including "A Fairly Disney Christmas" and "Cat In The Hat". I am pleased to report that the participating youth displayed exemplary conduct and YAG's leadership and mentors ensured that respect and responsibility for the facility was exercised during use of the space. For 2015, I am more than happy to recommend this renewal.

Please contact me if you have any questions or would like additional information.

Best regards,



Russell Gibson
Director, Information and Technology Systems
479-788-8919
rgibson@fortsmithar.gov

SPACE USE AGREEMENT

This SPACE USE AGREEMENT executed on this _____ day of January, 2015, between the City of Fort Smith, Arkansas, ("CITY"), and The Young Actors Guild, P.O. Box 180983, Fort Smith, AR 72918, ("YAG"), witness:

1. The primary term of this Agreement shall be for a period of eleven (11) consecutive months, commencing effective February 1st, 2015, and continuing through December 31st, 2015.
2. The CITY will make available to YAG throughout the term of this Agreement space located on the first (1st) floor of the Convention Center Annex ("PREMISES"), located at 801 Carnall Ave, Fort Smith, AR 72901. The CITY retains all property rights and interests in and to the PREMISES.
3. YAG shall use said PREMISES solely for program preparations, auditions, rehearsals, meetings, and other activities directly related to operations of YAG.
4. The CITY agrees to provide the main, open space located on the first (1st) floor. CITY shall provide all utilities, excepting telephone and Internet services. YAG will provide and pay for its own telephone and Internet service. YAG will keep the PREMISES free from hazards at all times. In particular, entrances to and passageways through the PREMISES will be maintained free of obstacles or debris that could impede emergency access to, and egress from, the area. The installation of permanent fixtures or modifications to the interior or exterior of the PREMISES is not permitted by this Agreement. YAG shall, at its expense, maintain the PREMISES in good and reasonable repair, ordinary wear and tear excepted. YAG may not alter the PREMISES or place signs on or in the PREMISES unless approved by the CITY in advance in writing by the City Administrator. In the use of the PREMISES, YAG will comply with all laws, codes, and regulations, including requirements of state and local fire safety codes or ordinances applicable to the PREMISES.
5. YAG hereby releases the CITY from all liability which might arise out of its use of the said premises and hereby agrees to indemnify and hold harmless the City, its officers, boards, commissions, employees, and agents, against and from any and all claims (including, but not limited to, any based on the civil rights and anti-discrimination statutes of the United States and the State of Arkansas), demands, causes of action, actions, suits, proceedings, damages (including, but not limited to, damages to City property, and the cost of liabilities (including the City's cost with respect to its employees and of defending any and all such actions and proceedings described herein) arising out of or pertaining to the use of the PREMISES or the providing of services hereunder by YAG.
6. YAG shall not sub-lease said property.

7. It is agreed by YAG that the CITY shall have the right, at all reasonable times, to inspect the facilities and programs being provided to YAG under this Agreement. After inspection or investigation, the CITY shall have the right to notify YAG, in writing, of any deficiencies in facilities provided under this Agreement, and, if such deficiencies are not cured to CITY's sole satisfaction within thirty (30) calendar days from the date of such written notice, CITY shall have the absolute right to terminate this Agreement immediately. Furthermore, the CITY in its sole discretion shall have the right to cancel this Agreement upon the happening of any of the following:

- a. Any substantial damage to or destruction of the PREMISES by fire, wind, or other casualty; or
- b. A determination by the City Administrator of the City of Fort Smith that the purpose for which the facility was provided by YAG is no longer being adhered to; or
- c. A determination by the City Administrator that YAG, its employees or agents, in the use of the PREMISES, have violated the CITY's policy against discrimination on the basis of age, sex, religion, national origin, political affiliation, handicap, veteran status, or have violated the CITY's policy in favor of a drug-free work place; or
- d. A determination is made by the City Administrator that there exists a need for the CITY to utilize the space for daily operations of City of Fort Smith business.

Termination or cancellation of this Agreement by the CITY prior to the end of the term of the Agreement shall require the approval of the City Administrator of the City of Fort Smith.

8. YAG may cancel this Agreement upon thirty (30) days written notice to CITY.

IN WITNESS WHEREOF, the parties have duly executed this agreement on the date first set forth above.

YOUNG ACTOR'S GUILD

By: _____

Title: _____

CITY OF FORT SMITH, ARKANSAS

Sandy Sanders, Mayor

RESOLUTION NO. _____

RESOLUTION ACCEPTING BID FOR THE PURCHASE OF A
TWO TON DUMP TRUCK WITH SNOW PLOW

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY
FORT SMITH, ARKANSAS, THAT:

The bid, as indicated by enclosure on the attached Bid Tabulation
5303-SF-BA for the purchase of dump truck with snow plow from Carco
International for \$129,379, is accepted.

This Resolution adopted this _____ day of January, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



No Publication Required

Publish ____ Times

5E

Inter office Memorandum

TO: Ray Gosack, City Administrator
FROM: Alie Bahsoon, Purchasing Manager *AB*
SUBJECT: Dump Truck with Snow Plow
DATE: January 15, 2015
BID TAB: 6305-SF-BA



Attached you will find the bid tabulation for the purchase of a two ton dump truck with snow plow for use by the Street Department, Street Drainage Division (Program 5303). As indicated in the enclosed memorandum from Mr. Greg Riley, this truck will replace a 2000 GMC dump truck (Asset407) which is slated to be sold at the annual city auction.

Funding for this truck has been appropriated for in the 2015 Budget in the Sinking Fund Account in the amount of \$130,000.

I am recommending that the Board accept and approve the bid submitted by Carco International as noted by enclosure on the attached bid tabulation.

Please let me know if you should have any questions.

5E

Tabulation of Bids - City of Fort Smith					
TWO TON DUMP TRUCK WITH SNOW PLOW					
Bid Tab #5303-SF-MR					
<u>Description</u> <u>VENDOR</u>	Year	Make	Model	Delivery Terms	Purchase Price
Carco International ✓ Fort Smith, AR	2015	International	Workstar 1HC	180 days	\$129,379
Shiplely Motors Fort Smith, AR	2015	Hino	338	210-240 days	\$125,134 *
Shiplely Motors Fort Smith, AR	2015	Mack	GU 432	210-240 days	\$140,557

All units quoted with a 10 foot, 5 cubic yard Henderson dump body and 10 foot Henderson snow plow

*Does not meet bid specifications

✓ Bid Award

Interoffice Memorandum

TO: Ray Gosack, City Administrator
FROM: Greg Riley, Director of Street/Traffic Control
SUBJECT: Dump Truck with Snow Plow Purchase
DATE: January 16, 2015



One of our ongoing service objectives is improve the efficiency of the snow removal program by equipping trucks with snow plows. We currently have two new trucks purchased in the 2013 budget with new spreader equipment and plows. We have a third truck in production from the 2014 budget that should be on the yard within a month. We are currently running two older trucks with older spreader equipment along with the two new trucks. This truck that was approved for the 2015 budget will complete our fleet of four new trucks that are designed and outfitted to handle snow and ice events much more efficiently keeping trucks on the road with a significant reduction in trips back to the yard to refill with sand and salt.

This truck completes the goal of having four trucks with high capacity automated spreaders and heavy duty plows. This truck will also be used in the day to day work of the drainage department.

This truck will be used in street drainage and replaces a 2000 model dump truck. Three bids were received and Carco International's bid of \$129,379 was the lowest bid meeting our specifications. Funds are available in the Street Department sinking fund for this purchase.

RESOLUTION NO. _____

RESOLUTION ACCEPTING BID FOR THE PURCHASE OF A
BACKHOE LOADER

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY
FORT SMITH, ARKANSAS, THAT:

The bid, as indicated by enclosure on the attached Bid Tabulation
5610-302-BA for the purchase of backhoe loader from Scott Equipment for \$77,357,
is accepted.

This Resolution adopted this _____ day of January, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



- _____
 No Publication Required
 Publish _____ Times

5F

Inter office Memorandum

TO: Ray Gosack, City Administrator
FROM: Alie Bahsoon, Purchasing Manager *AB*
SUBJECT: Backhoe Loader Bid Tabulation
DATE: January 15, 2015
BID TAB: 5610-302BA



Attached you will find the bid tabulation for the purchase of a backhoe loader for use by the Water Line Maintenance Division of the Utilities Department. This machine will be replacing a 1997 John Deere 310 backhoe (Asset 428).

In December of 2005, the Board of Directors approved Ordinance 93-05, thereby authorizing the city to participate in the State Cooperative Purchasing program. This process has enabled the city to take advantage of other negotiated contracts that the State of Arkansas currently participates in.

One of these contracts is the National Joint Powers Alliance (NJPA), a national municipal contracting agency offering national contract purchasing solutions by facilitating and awarding national competitively bid contracts. Because of their contract, local governments nationwide are permitted to purchase through their cooperative purchasing program.

The Water Line Maintenance Department (Program 5610) has budgeted \$77,500 for this purchase for which funding has been appropriated for in the 2014 City Budget as a Capital Outlay line item (5610-302). Because of the NJPA contract (No. 060311), bids were not necessary but we still acquired pricing from the vendors noted in the bid tabulation since they participate in the NJPA program as well. The original bid quoted on December 15th from Scott Equipment was under \$75,000. Under our procurement rules, board approval is not necessary. The sales representative made a mistake with the pricing and notified me on January 7th of the new pricing of \$77,357 which requires board approval (for purchases over \$75,000). It is for this reason that this resolution is being presented to the board and requiring approval from the 2014 budgeted funds.

Please be advised that this purchase fulfils all of the purchasing obligations as mandated by both state and local purchasing requirements; I am therefore recommending that the Board accept and approve the bid submitted by Scott Equipment as noted by enclosure on the attached bid tabulation.

Please let me know if should require any additional information.

5F

Tabulation of Bids - City of Fort Smith					
BACKHOE LOADER					
Bid Tab #<u>5610-302-BA</u>					
<u>Description</u>	Year	Make	Model	Delivery Terms	Purchase Price
<u>VENDOR</u>					
Scott Equipment ✓ Fort Smith, AR	2015	Case	580SN-T4	60-90 days	\$77,357
Stribling Equipment Fort Smith, AR	2015	John Deere	310SL	60-90 days	\$82,900
JA Riggs Fort Smith, AR	2015	Caterpillar	420F2	60-90 days	\$83,707

*All bidders quoted NJPA Pricing

✓ Bid Award



01/15/14
City of Fort Smith, AR

Attn: Alie Bahsoon, Purchasing Manager
RE: **Revised Quote**

Quote New Case 580SN-T4, 2WD
Standard Transmission
Standard Equipment
Pilot Controls with Pwr Lift
24" Hi-Capacity Bkt
Uni-Direct w/Pilot Ctr.
Flip -over / Stab. Pads Comb
82" Loader Bkt Long Lip w/ edge
Cab, LH door with Heater & AC
ROPS/FOPS canopy
Radio
Deluxe air Susp. Vinyl seat
Engine Block Heater
Rotating Beacon
Battery Disc / Jump Start
Dual Batteries
Gripper Teeth Ext.
Warranty 1 year , 2 year / 2000 hour Extended Warranty

NJPA Price \$ 77,357.00

Sales Representative

David Lee
Scott Equipment
479-651-5331

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICE BETWEEN THE CITY OF FORT SMITH, ARKANSAS, AND BAIR ANALYTICS, INC., BY WHICH BAIR ANALYTICS, INC., WILL PROVIDE CRIME ANALYSTS, TECHNICAL PERSONNEL, ANALYTICAL SOFTWARE AND SERVICES FOR CRIME ANALYSES FOR THE FORT SMITH POLICE DEPARTMENT.

BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

The Mayor of Fort Smith is hereby authorized to sign a contract with Bair Analytics, Inc., whereby Bair Analytics, Inc., is to provide crime analysts, technical personnel, analytic software and services to the City of Fort Smith through the Fort Smith Police Department. A copy of the contract is attached.

This ordinance passed and approved this ____ day of _____, 2015.

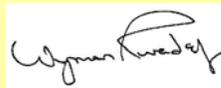
APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form



City Attorney npr

CLIENT SERVICES AGREEMENT

This CLIENT SERVICES AGREEMENT made effective as of this 1st day of February, 2015 (the "Effective Date") between BAIR Analytics, Inc. with its principal place of business at 640 Plaza Drive, Suite 340, Highlands Ranch, Colorado 80129 (hereinafter "FIRM") and the City of Fort Smith, Arkansas acting for the benefit of the Fort Smith Police Department with its principal place of business at 100 South 10th Street, Fort Smith, Arkansas, 72901(hereinafter "Client").

WHEREAS FIRM is in the business of providing analytical software and services dedicated to providing public safety, national security and defense entities the innovative tools and subject-matter expertise needed to identify, analyze and resolve problems created by the actions of offenders and their networks that threaten citizens and communities; and

WHEREAS the Fort Smith Police Department of the Client is the municipal law enforcement agency for the city of Fort Smith Arkansas and utilizes FIRM's products in its law enforcement efforts; and

WHEREAS Client has determined it would be in Client's best interest to have dedicated full-time crime analysts and technical personnel to support its law enforcement efforts; and

WHEREAS FIRM and Client wish to enter into an agreement pursuant to which FIRM will retain crime analysts and technical personnel to provide Firm's services to Client;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, FIRM and Client agree as follows:

1. SERVICES PROVIDED UNDER STATEMENT OF WORK. For any analysts/technical personnel who will be retained by Firm to provide services for Client pursuant to this Agreement, FIRM will issue and Client will execute a Statement of Work in the form attached as Appendix A hereto referencing its incorporation of the terms and conditions of this Agreement and stating the name(s) and the payment rate(s) and/or Fee for the personnel, duration of services, brief description of project, authorization of additional costs beyond the payment rate(s) (such as travel, parking, drug testing), and any other terms to which FIRM and the Client may choose to agree. In the event of a conflict between the terms of this Agreement and the terms of any Statement of Work, the terms of this Agreement shall control unless the Statement of Work specifically (and not generally) identifies the conflicting terms in this Agreement and explicitly states that such terms shall not apply but shall instead be superseded by the Statement of Work. The Statement of Work will be signed by authorized representatives of Firm and Client. Upon expiration of a Statement of Work, to the extent that any services performed by one or more analysts/technical personnel are thereafter provided on the same or a different project, they shall be provided under the terms of this Agreement.

2. BILLING AND PAYMENT. FIRM will bill Client through invoices issued to Client in arrears on a monthly basis with one-twelfth (1/12) of the Fee identified in the first sentence of paragraph 4 of the Statement of Work, along with such other associated costs, as approved by Client, except that FIRM has sole discretion to bill on a less frequent basis if it deems it appropriate to do so. Client will pay FIRM within **30** days from the date of such invoice, unless some other time has been agreed to in the Statement of Work, according to the rates and terms of the Statement of Work. Any late invoicing by FIRM shall not affect the obligation of the Client to pay for the services covered by that invoice. Should the City of Fort Smith fail to pay BAIR

Analytics the full amount specified in any invoice within 30 calendar days of the invoice's date, a late fee equal to 1.5 percent of the invoiced amount shall be added to the amount due.

3. ACCEPTANCE OF SERVICES. Client's project manager or other agent shall review at regular intervals the time records of analysts and/or technical personnel. Client's approval of such time records (including, but not limited to, costs of any applicable overtime rates, travel, per diem and other costs stated thereon) shall be deemed granted unless Client provides notice to FIRM of some objection to the time records or work product of the analysts and/or technical personnel. Acceptance by Client shall not be unreasonably withheld and any refusal to accept shall be noted on the time record for the relevant period, with a written explanation of the reasons that the work was not acceptable and failure to so note such refusal shall constitute acceptance. Nothing herein shall eliminate Client's obligation to pay FIRM for any services provided by analysts/technical personnel which Client has approved by some other means.

4. ABILITY TO PAY. Client warrants that it is able and willing to pay for the services of Firm under this Agreement. If required, Client will provide FIRM with suitable credit and financial information, as requested, including credit and financial references which Client agrees that FIRM may contact to obtain information about Client.

5. ANALYSTS/TECHNICAL PERSONNEL NOT EMPLOYEES OF CLIENT. The embedded analyst is not an employee of the City of Fort Smith, but rather an employee of the FIRM. FIRM agrees that it is responsible for workers' compensation, FICA, FUTA and income tax withholding and any pension plan or health benefit plan maintained by Firm for the analysts/technical personnel supplying services under this Agreement.

6. DUTIES OF CLIENT.
Client will make available, at its discretion, an appropriate workstation, office equipment and access (both facility and data) to perform the tasks assigned as part of the Crime Analyst Services being provided by Firm through its onsite analysts/technical personnel. Client may deny access to Firm's employees in the event the City determines, in its discretion that any employee of the Firm has created or constitutes a danger or distraction to Police Department Activities.

Client will provide an onsite Technical Point of Contact (TPOC) with whom the Firm's employees will communicate. Additionally, Client will provide an Administrative Point of Contact (APOC) who will be the primary resource for management aspects of the contract (invoicing, contract modifications/renewals). Client may choose to divide the duties above among multiple parties or to one central Technical and Administrative Point of Contact (TAPOC).

7. EMPLOYMENT OR CONTRACTING OF PERSONNEL. During the period covered by any Statement of Work and extensions thereof pursuant to this Agreement, or when Client is provided with the name of any analysts/technical personnel not utilized in providing the services of the Firm so that no Statement of Work is written covering that personnel, and for twelve months thereafter, Client will not directly or indirectly, other than through FIRM, solicit for hire, contract with, or engage or receive the services of, any analysts/technical personnel located by FIRM for Client.

8. DUTIES AND SUBSTITUTION OF ANALYSTS/TECHNICAL PERSONNEL. The work to be performed by the analysts/technical personnel providing Firm's services under this Agreement shall be stated in the Statement of Work. Control over such personnel shall be exercised by FIRM.

9. INTELLECTUAL PROPERTY RIGHTS. Client agrees that all material, documentation, deliverables and other tangible expressions of information including but not limited to software programs and software documentation, designs, technical data, formulae, and processes, whether in final production or draft, which result from any work performed by any analysts/technical personnel providing Firm's services under this Agreement and all rights, title and interest, including any copyright, patent rights and all other intellectual property rights, shall belong exclusively to FIRM unless some other arrangements have been agreed to by both parties in writing. The parties agree the foregoing shall not prevent Client from maintaining customary police files and documents associated with the Firm's services under this Agreement.

10. CONFIDENTIALITY. FIRM agrees that it will not disclose to any third party any information learned by it which has been clearly marked "Confidential" by Client, except as such disclosure is required by law. Client shall not request of the analysts/technical personnel providing services to Firm information regarding the rate(s) and other terms of remuneration agreed to between FIRM and such analysts/technical personnel, nor shall Client induce such analysts/technical personnel to provide such information, nor shall Client disclose or permit to be disclosed to such personnel, directly or through another party, any information regarding the rate(s) or other terms of remuneration agreed to between Client and FIRM. Additionally, FIRM agrees not to release any information obtained during the providing of services under this Agreement unless authorized in writing to do so by the CLIENT. FIRM understands the Client is a public agency subject to the requirements of the Arkansas Freedom of Information Act.

11. EXCISE, SALES, ETC. TAXES ON SERVICES. There shall be added to any charges payable by Client under this Agreement amounts equal to any and all applicable taxes, however designated, levied or based on any charges payable under this Agreement, including without limitation state and local privilege, excise, sales, and use taxes paid or payable by FIRM. The Firm is solely responsible for taxes based upon the net income of FIRM and ordinary and customary payroll taxes, including but not limited to FICA, FUTA, Medicare, Social Security, etc. regarding the Firm's employees. Client shall be billed by FIRM before or within a reasonable time following payment of such taxes by FIRM, and such amounts shall be due and payable by Client promptly following billing thereof, so long as billing occurs in a reasonable time following payment by Firm.

12. LIABILITY AND INDEMNIFICATION. FIRM shall not be liable for any damages whatsoever caused by any acts or omissions beyond its control or not due to its fault. In the event that FIRM performs or omits to perform any act which may support a claim for liability or for indemnification by Client, Client shall give prompt written notice to FIRM upon its initial receipt of information that could reasonably support such claim. FIRM shall have the right to defend, or cause Client to defend, any claim for which it accepts in writing, the Client's indemnification and Client shall extend reasonable cooperation in connection with such defense, which shall be at FIRM's expense. FIRM or its designated representative shall also have the sole right to settle any such claim for which it accepts indemnification if such settlement includes a complete release of Client. Client may at its expense participate in the defense of any such claim if its position is not materially inconsistent with that of FIRM and if in its reasonable judgment such claim or the resolution thereof would have an ongoing material effect on Client. In the event FIRM fails to defend the same within a reasonable length of time, Client shall be entitled to assume the sole defense thereof, and FIRM shall be liable to repay Client for all expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) if it is determined that such request for indemnification was proper. The FIRM is required to provide workers compensation coverage and be in compliance with all employment laws. Upon request FIRM must provide written documentation of these coverages and compliances to the CLIENT.

13. TERMINATION OF THIS AGREEMENT. This Agreement will continue in effect until terminated by Client or FIRM which termination shall occur only at the expiration of the term provided for in the Statement of Work or otherwise for a material breach of this Agreement.

14. ASSIGNMENT. Neither this Agreement nor any interest hereunder may be assigned or otherwise transferred by either party to third parties other than affiliates of either party without the prior written consent of the other party which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, and delegates of the parties hereto.

15. NOTICES. Any requirement to "notify" , or for "notice" or "notification", in connection with the subject matter of this Agreement shall be in writing and shall be effective when delivered personally (including by Federal Express, Express Mail, or similar courier service) to the party for whom intended, or five (5) days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such party at the address set forth below its signature to this Agreement. Either party may designate a different address by notice to the other given in accordance herewith.

16. SEVERABILITY. If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

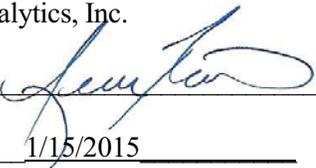
17. COMPLETE AGREEMENT AND AMENDMENT. This Agreement and any written Statement of Works executed hereunder contain the entire agreement between that parties hereto with respect to the matters covered herein. Client acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

18. LAW AND DISPUTES. This Agreement shall be governed by the laws of the State of Arkansas its conflict of laws provisions notwithstanding. Any lawsuit pertaining to this agreement shall be brought in State courts in the State of Arkansas. The prevailing party in any brought to enforce the terms of this Agreement shall be entitled to recover its attorney's fees and costs.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their authorized agents as of the date written above, as set forth below.

Bair Analytics, Inc.

City of Fort Smith

By: 

By: _____

Date: 1/15/2015

Date: _____

Sean Bair

_____ (print name)

President

_____ (title)

640 Plaza Drive Suite 340

_____ (address)

Highlands Ranch, CO 80129

STATEMENT OF WORK

In accordance with the Client Services Agreement signed between Bair Analytics, Inc. ("Firm") and the City of Fort Smith ("Client") effective 1st day of February, 2015, it is agreed as follows:

1. This Statement of Work ("SOW") incorporates by reference all of the terms and conditions of the Client Agreement.

2. Services/Crime Analysts/Technical Personnel to be provided by FIRM:

Police Crime Analyst – BAIR Analytics will place one fully trained and capable subject matter expert on Strategic, Tactical, Operational and Administrative Crime Analysis, who is employed by BAIR Analytics, to be embedded at the City of Fort Smith's Police Department place of operations, to perform all functions of Crime Analysis Services pursuant to the Client Services Agreement and this Statement of Work, to work full-time: 2080 hours annually minus 9 observed Federal holidays and up to 120 hours of Personal Time Off (PTO).

Reachback Analytic Support – BAIR Analytics will make available offsite, remote support of Crime Analysis functionality for Strategic, Tactical, Operational and Administrative Crime Analysis based on data provided by the City of Fort Smith. These Reachback Services will be available as a supplementary resource to the City of Fort Smith, on an as-needed basis agreed upon by both BAIR Analytics and the City of Fort Smith in cases of illness, vacation or other absence of the Firm's embedded BAIR Analytics analyst, or during a temporary, critical operational need. The availability of these Reachback Service will be for a period that will run contemporaneous with the placement of the analysts with the City of Fort Smith.

In addition, BAIR Analytics will provide a Project Manager (PM) with whom any issues, concerns, requests or changes relating to BAIR Analytics embedded analyst resources or reachback support can be addressed by management at the City of Fort Smith. The BAIR PM for this contract will be:

Josh Levin
Pattern Analyst Manager
Phone: 303.346.6000
Email: josh.levin@bairanalytics.com

3. These services will be for a period of twelve (12) months from the Effective Date of this Agreement.

4. Fee to CLIENT for the Services/Crime Analysts/Technical Personnel to be provided by FIRM during the Term: **US \$70,000** per year. There will be up to a 5% increase each year at the conclusion of this work agreement (February 30, 2016).

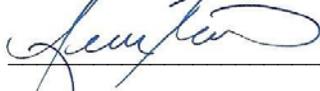
Fee to CLIENT for the Data Translation Services for both RMS/Event Data and CAD/CFS Data: **US \$7,500**. This is a one-time fee that will bring data from CLIENT Records Management System and CAD System into the FIRM's proprietary ATACRAIDS system. Additional Data Translation Services are available to include Crash Data, Offender Data, License Plate Recognition Data, Ballistics Data, and more. Any of these data modes subsequently contracted by Client will require an additional fee to be paid by the CLIENT.

Firm agrees that any extension to the one year term for services shall be at a cost not greater than a 5% increase on the fees stated herein.

Fee to CLIENT for the ATACRAIDS Agency Subscription: **US \$5,440 per year**. This is an annual subscription fee that will allow all members of the Fort Smith Police Department complete and unlimited access to the FIRM's ATACRAIDS System.

Total cost for the first year of the contract will be **US \$82,940** and will include Data Translation Services, ATACRAIDS Agency Subscription, the embedded BAIR Analyst and Reachback Analytic Support.

Issued by FIRM by: Sean Bair



Title: President
Date: 1/6/2015

Confirmed by CLIENT by:

Title: _____
Date: _____



Fort Smith Police Department
Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Ray Gosack, City Administrator

From: Kevin Lindsey, Chief of Police

Subject: **An Ordinance Authorizing the Execution of a Contract for Service Between the City of Fort Smith, Arkansas, and BAIR Analytics, by which BAIR Analytics will Provide Crime Analysts, Technical Personnel, Analytical Software and Services for Crime Analyses for the Fort Smith Police Department.**

Date: **January 16, 2015**

The police department has identified a need to implement a crime analyst position to assist the department in identifying where resources should be allocated. Staff conducted research concerning using a trained analyst and embedding them into the department. BAIR Analytics was identified as being the best provider of these services. The Crime Analyst will be assigned to the Police Department's Information Technology Unit. An unfilled secretarial position will be used to offset the cost of hiring the crime analyst, with the difference coming from the Support Services Division salary account. The cost for the first year of service will be \$82,940.

By hiring a Crime Analyst through BAIR Analytics, we are assured of an Analyst that is carefully screened, tested, and interviewed by leaders in the crime analysis field. By working collaboratively with the Fort Smith Police Department, BAIR will ensure that our agency is getting the best possible analyst to provide meaningful and actionable information to decision makers throughout the department.

The BAIR Analyst completes extensive training from leaders in the Crime Analysis field on not only the use of proprietary software, but also on a wide variety of analytical skills during "BAIR Bootcamp". They are trained in identifying patterns and trends in data, providing next-event predictions and forecasts, product creation and more. They even receive training on working within the law enforcement culture and providing in-person briefings. The training does not end with BAIR Bootcamp. Each and every week all of BAIR's analysts receive continuous formal training on new methodologies, statistics, spatial analytics, advanced querying, temporal analytics, predictive analytics, and other techniques. This training is provided to the analyst at no additional cost to the police department. If a project or task arises that the BAIR analyst is

still not sure about, they have direct access to designated Team Leaders and nearly 25 other highly trained analysts who work for police departments, private companies, and the U.S. Department of Defense. This reach-back support is also available when the analyst takes personal time or vacation, which provides continuous analytical coverage.

Through the *Client Services Agreement* and the *Statement of Work* agreement between the City of Fort Smith and BAIR Analytics, the position of Crime and Intelligence Analyst will be filled as soon as possible. These services will be for a period of twelve (12) months from the effective date of the Agreement.

There will be additional fees accompanying the Agreement, to include \$7,500 for RMS/CAD Data Translation Services. This is a one-time fee that will bring data from the Department's Records Management System and Computer-Aided Dispatch System into BAIR's proprietary ATACRAIDS system. An annual subscription fee for access to the ATACRAIDS system is \$5,440 and will allow all members of the Fort Smith Police Department complete and unlimited access to the ATACRAIDS System.

Please contact me if you have any questions.

RESOLUTION NO. _____

5 H

RESOLUTION AUTHORIZING PARTIAL PAYMENT TO
BRB CONTRACTORS, INC., FOR THE CONSTRUCTION OF THE MILL
CREEK PUMP STATION AND EQUALIZATION TANK

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT
SMITH, ARKANSAS, that:

Partial payment number nine to BRB Contractors, Inc., in the amount of
\$864,456.60 for the construction of the Mill Creek Pump Station and Equalization Tank,
Project Number 10-01-C1, is hereby approved.

This Resolution adopted this _____ day of January 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: January 12, 2015

FROM: Steve Parke, Director of Utilities

SUBJECT: Mill Creek Pump Station and Equalization Tank
Project number 10-01-C1

BRB Contractors, Inc., has submitted partial pay request number nine in the amount of \$864,456.60 for work completed on the Mill Creek Pump Station and Equalization Tank, Project Number 10-01-C1. The 3.5 million gallon equalization tank and new pump station capacity are designed to improve the management of wet weather flows within the collection system which causes sewer overflows. The project has experienced delays related to the EQ tank foundation design, however, the contractor expects to finish the work within the stated contract time. A project summary sheet is attached for your information.

The attached Resolution authorizes the partial payment to BRB Contractors, Inc. Should you or members of the Board have any questions or need additional information, please let me know.

attachment

pc: Jeff Dingman

Project Summary

Project status: under construction

Project name: Mill Creek Pump Station and Equalization Tank

Today's date: January 12, 2015

Project number: 10-01-C1

Staff contact name: Steve Parke

Project engineer: Hawkins-Weir Engineers, Inc.

Staff contact phone: 784-2231

Project contractor: BRB Contractors, Inc

Notice to proceed issued: March 31, 2014

	Dollar Amount	Contract Time (Days)
Original contract	\$12,930,000.00	645
Change orders:		
Total change orders	<u>\$0.00</u>	
Adjusted contract	\$12,930,000.00	
Payments to date (as negative):	-\$3,608,904.51	27.9%
Amount of this payment	\$864,456.60	6.7%
Retainage held	\$190,664.59	
Contract balance remaining	\$8,456,638.89	65.4%
Amount over/under original as a percentage		

Comments: 29% of Contract complete, 46% of Time expended

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT OFFER MADE BY PROPERTY OWNERS FOR THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE LEE CREEK RESERVOIR WATER SUPPLY PROJECT

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS that:

The City Administrator is hereby authorized to execute an offer and acceptance made by each of the following property owners:

Tract DAR 37	Donald W. Nolan & Charlotte A. Nolan Family Living Trust	\$113,000.00
Tract DAR 37A	Bradley Nolan & Lori Nolan	\$ 45,000.00
Tract Dar 38	Peter Hyde & Valerie Hyde	\$ 37,000.00

and make payment for same, and any applicable closing costs, in connection with the acquisition of the real property for the Lee Creek Reservoir Water Supply Project, said property being located in Section 8, Township 12 North, Range 27 East, Sequoyah County, Oklahoma.

This Resolution adopted this _____ day of January 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED TO FORM:



npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: January 13, 2015

FROM: Steve Parke, Director of Utilities

SUBJECT: Property Acquisitions for Phase II and Watershed Protection
Lee Creek Reservoir Water Supply

The Lee Creek water supply project required the acquisition of properties in both Crawford County, Arkansas, and Sequoyah County, Oklahoma. All of the property in Arkansas needed for the water supply reservoir and its proposed future expansion, approximately 2,554.11 acres, was acquired at the time of the project's construction. The city was successful in acquiring 1,434.56 acres of the project area in Oklahoma leaving the purchase of the remaining 628.31 acres to occur before the water supply expansion is needed.

Recently three Oklahoma property owners whose land would be divided by the identified project area needed for the future expansion of the Lee Creek water supply reservoir have offered to sell their property to the city. Each owner wishes to sell their property intact and undivided. The combined acreage of the offers totals 127.29 acres; 50.25 acres are within the project area with the balance of 77.04 acres outside, but within the watershed area. The individual owners and offers are as follows:

Donald Nolan and Charlotte Nolan own Tract 37 consisting of approximately 80.29 acres (25 acres in the project area and 55.69 in the watershed area). The property was appraised at \$1,400.00 per acre, or \$113,000.00.

Bradley Nolan and Lori Nolan own Tract 37A consisting of approximately 26.66 acres (9.0 acres in the project area and 17.6 acres in the watershed area). The property was appraised at \$1,700.00 per acre, or \$45,000.00.

Peter Hyde and Valerie Hyde own Tract 38 consisting of approximately 20 acres (16.25 acres in the project area and 3.75 acres in the watershed area). The property was appraised at \$1,700.00 per acre, or \$34,000.00. The Hyde's first offer was \$40,000.00, but recently made later offer to sell for \$37,000.00. The Hyde Property is closer to the main county road than Tracts 37 and 37A which influences the per acre price.

These unimproved properties are located along Webber Creek just upstream from its confluence with Lee Creek. In addition to the need for the acreage within the project area to enable the future expansion of the Lee Creek water supply reservoir, the acreage in the watershed areas would be very beneficial to the protection of the current water supply. Webber Creek is a significantly sized sub-basin providing tributary flow into the Lee Creek reservoir. A summary report of the Webber Creek watershed and its relationship to the current water supply is attached. Exhibits showing the city's land ownership within the Lee Creek project area and location of the three properties in question are also attached.

Staff feels that the offers by the owners to sell their property in fee title to the city are reasonable and recommends that the attached Resolution authorizing the property purchases be presented to the Board for their approval at their next scheduled meeting. Funding for these Lee Creek properties is available from the 2008 water and sewer bonds.

Should you or members of the Board have any questions or desire additional information, please let me know.

attachment

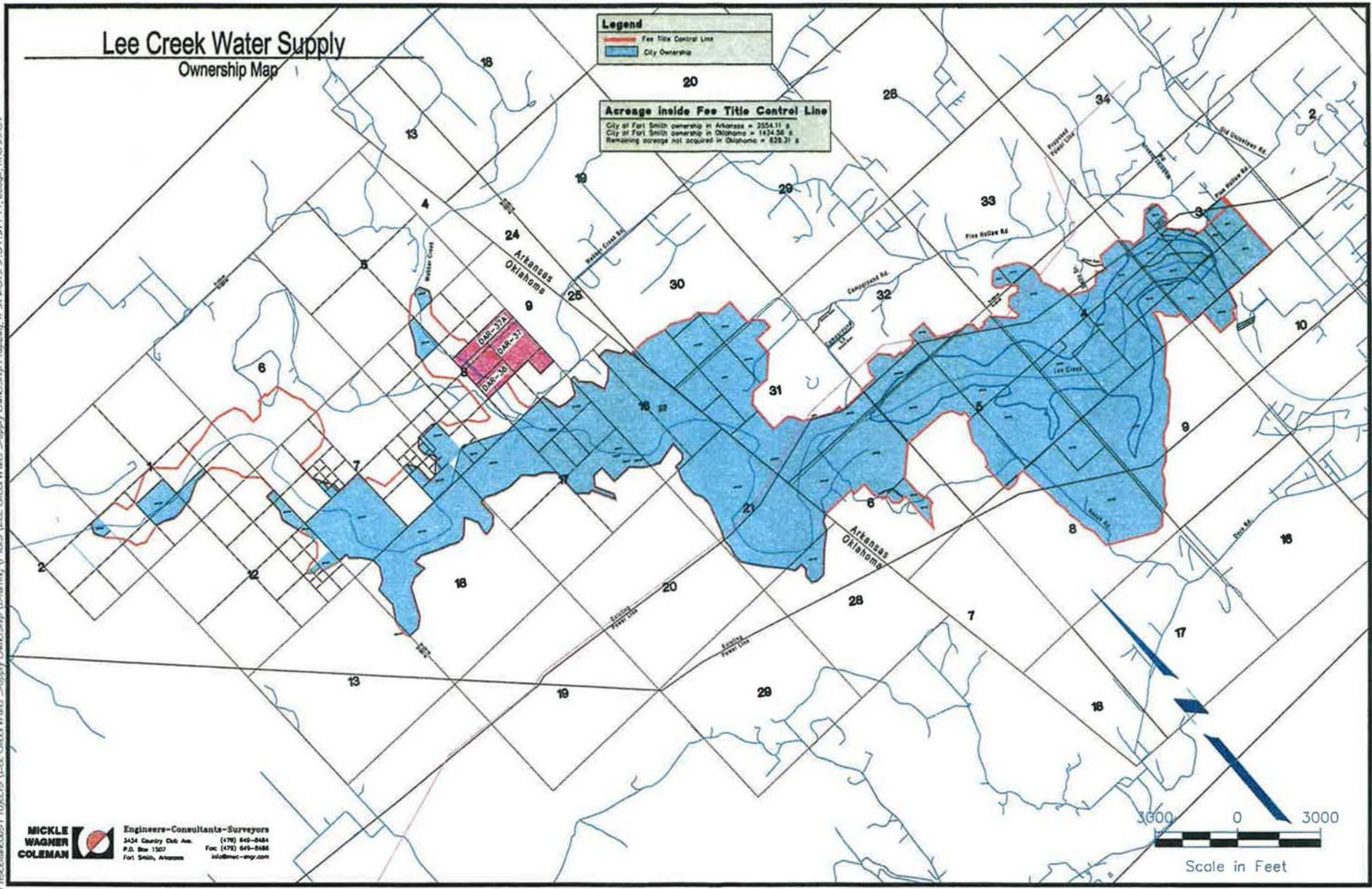
pc: Jeff Dingman

SUMMARY OF WEBBER CREEK WATERSHED

Webber Creek originates in central Crawford County, Arkansas, and flows south-westerly to its confluence with Lee Creek in Sequoyah County Oklahoma. The approximate 38 square mile watershed is primarily forested with 27% of the land use considered pasture/hay meadow. Basin slopes vary with 55.6% of the land with a gradient of $\leq 15\%$ and 44.4% of the basin with slopes of a $\geq 16\%$ gradient. The vast majority of the watershed is privately owned with access only at major road crossings. Two (2) state highways, including AR 59 and AR 220, transect the basin in a north to south and east to west direction, respectively. Recent watershed livestock assessments, conducted by an outside environmental consultant during the development of the watershed management plan for the Lee Creek water supply, estimates the cattle and poultry numbers at 2,979 and 120,000, respectively. The Town of Cedarville lies on the eastern edge of the watershed and is the site of a point source, National Pollution Discharge Elimination System (NPDES) discharge, permitted by the Arkansas Department of Environmental Quality (ADEQ) for the Cedarville High School. Its seasonal wastewater discharges to Webber Creek require monitoring for site specific parameters including: carbonaceous biological oxygen demand 5-day (CBOD5), total suspended solids (TSS) and ammonia.

The city's environmental quality/watershed management program has historically monitored Webber Creek water quality during base flow conditions. Recent storm event sampling conducted by an outside environmental consultant, suggests Webber Creek has the potential to contribute elevated nutrient loading to Lee Creek which would then be conveyed to the Lee Creek water supply reservoir. The 27% pasture/hay meadow land use in the Webber Creek basin represents the highest percentage of any sub-basin within the Lee Creek watershed. The Cedarville High School NPDES discharge into Webber Creek watershed is one (1) of only two (2) point source NPDES discharges in the entire 439 square mile Lee Creek watershed (the other permitted NPDES discharge into Lee Creek is Devils Den State Park). The seasonal discharge from the Cedarville High School, combined with the presence of two (2) major state highways crossing the basin and the elevated agrarian land use warrants implementation of protective measures along Webber Creek.

K:\Miscellaneous Projects\Lee Creek Water Supply Ownership\Drawings\Photos\Lee Creek Water Supply Ownership Mapping_1/2/2015_5:01:51 PM.dwg, 11/02/2015



RESOLUTION NO. _____

5 J

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER TWO WITH
GOODWIN & GOODWIN, INC., FOR THE MASSARD
INTERCEPTOR ACCESS IMPROVEMENTS

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT
SMITH, ARKANSAS, that:

Change Order Number Two to the contract with Goodwin & Goodwin, Inc., for the
construction of the Massard Interceptor Access Improvements, Project 13-03-C1, adding 32 days
to the contract time, is hereby approved.

This Resolution adopted this _____ day of January 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

RESOLUTION NO. _____

5 K

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING
FINAL PAYMENT TO GOODWIN & GOODWIN, INC., FOR THE
MASSARD INTERCEPTOR ACCESS IMPROVEMENTS

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT
SMITH, ARKANSAS, that:

SECTION 1 The construction of the Massard Interceptor Access Improvements, Project
Number 13-03-C1, is hereby accepted as complete.

SECTION 2: Final payment to Goodwin & Goodwin. Inc., in the amount of \$12,549.63,
is hereby approved.

This Resolution adopted this _____ day of January 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: January 12, 2015

FROM: Steve Parke, Director of Utilities

SUBJECT: Massard Interceptor Access Improvements
Project Number 13-03-C1

Goodwin & Goodwin, Inc., has submitted a final pay request in the amount of \$12,549.63 for completion of the Massard Interceptor Access Improvements, Project Number 13-03-C1. The project was constructed to provide needed access to a segment of interceptor sewer entering the Massard treatment facility through an area of flood plain. Change Order Number Two is being submitted for the project to add 32 days to the contract completion time. The utility department requested the contractor stop work for 19 days to assist in an emergency sewer main repair on Division Street. Additionally, there were delays due to rain in October (5 days) and cold weather in December (8 days) that delayed the application of the tack coat to the road. A project summary sheet is attached for your review.

The attached Resolutions authorize the final payment to Goodwin & Goodwin and approve Change Order Number Two for the addition of time to the contract duration. Should you or members of the Board have any questions or need additional information, please let me know.

attachment

pc: Jeff Dingman

Project Summary

Project status: Complete

Project name: Massard Interceptor Access Improvements

Today's date: January 12, 2015

Project number: 13-03-C1

Staff contact name: Steve Parke

Project engineer: Hawkins-Weir Engineers, Inc.

Staff contact phone: 784-2231

Project contractor: BRB Contractors, Inc

Notice to proceed issued: August 25, 2014

	Dollar Amount	Contract Time (Days)
Original contract	\$197,560.00	60
Change orders:		
1	\$6,692.50	5
2	\$0.00	32
 Total change orders	\$6,692.50	97
Adjusted contract	\$204,252.50	
 Payments to date (as negative):	-\$191,702.87	93.9%
Amount of this payment	\$12,549.63	6.1%
Retainage held	\$0.00	
Contract balance remaining	\$0.00	
Amount over original as a percentage	3.4%	

Final comments: Stop work ordered (19 days) to allow contractor to complete emergency repair at city request. Total of 10 rain days with additional 8 days delay due to cold temperatures substantially complete on December 13, 2014 when tack coat applied.

RESOLUTION AUTHORIZING AMENDMENT NUMBER ONE TO AUTHORIZATION NUMBER TWO WITH HAWKINS-WEIR ENGINEERS, INC., FOR ENGINEERING SERVICES FOR THE MILL CREEK INTERCEPTOR IMPROVEMENTS - PHASE II

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: Amendment Number One to Authorization Number Two under the agreement with Hawkins-Weir Engineers, Inc., providing engineering construction phase services for the Mill Creek Interceptor Improvements - Phase II, Project Number 12-12-EC1, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute Amendment Number One in the amount of \$68,000.00, for construction phase services, adjusting Authorization Number Two to an amount of \$233,000.00.

This Resolution adopted this _____ day of January 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: January 12, 2015

FROM: Steve Parke, Director of Utilities

SUBJECT: Mill Creek Interceptor Improvements - Phase II
Project Number 12-12-EC1

Hawkins-Weir Engineers, Inc., has requested Amendment Number One to Authorization Number Two for the construction phase services for the Mill Creek Interceptor Improvements - Phase II, Project Number 12-12-EC1 in the Amount of \$68,000.00. The amendment increases Authorization Number Two to \$233,000.00. The latest construction completion schedule submitted by the contractor indicates completion of the project 135 days past the contract date. The contractor's delay has caused the engineer to spend more time on the project site. The additional cost requested by Hawkins-Weir will be offset with the assessment of liquidated damages for the late completion by the contractor.

The attached Resolution authorizes Amendment One to Authorization Two in the amount of \$68,000.00 for construction phase services and adjusts Authorization Number Two to an amount of \$233,000.00. Funding for Amendment Number One is available from the contingency amount identified in the 2012 sales tax and use tax bonds issued for continuation of wet weather sewer improvements.

Should you or members of the Board have any questions or need additional information, please let me know.

attachment

pc: Jeff Dingman

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HAWKINS WEIR ENGINEERS, INC., FOR PROVIDING PRELIMINARY ENGINEERING SERVICES ASSOCIATED WITH THE "P" STREET BASIN INTERCEPTOR SEWER CAPACITY IMPROVEMENTS

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: An Agreement with Hawkins Weir Engineers, Inc., for providing preliminary engineering services associated with the "P" Street Basin Interceptor Sewer Capacity Improvements, Project 15-01-ED1 for Sub-Basin P002 & P003 Capacity Improvements and Basin 10 & 14 Capacity Improvements, Phase I, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute an Agreement for professional engineering services in the amount of \$396,500.00.

This Resolution adopted this _____ day of January 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr



INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: January 8, 2015

FROM: Steve Parke, Director of Utilities

SUBJECT: Sub-Basin P002 & P003 Capacity Improvements and
Basin 10 & 14 Capacity Improvements, Phase I
Project Number 15-01-ED1

For the past several years the city has designed and constructed wastewater capacity improvement projects that were identified in the city's wastewater management plan for addressing chronic sewer manhole overflows that occurred during periods of heavy rainfall. Under terms of the Consent Decree the city must proceed with the design and construction of the remaining projects identified and complete these improvements within a twelve (12) year period.

The city's Wastewater Management Plan identified interceptor sewer capacity improvements within the "P" Street sewershed necessary to convey peak wet weather wastewater flows to the "P" Street wastewater treatment plant. The first of these improvements is designated as the Sub-Basin P002 & P003 Capacity Improvements which begins at the "P" Street wastewater treatment plant and extends 5,000 feet upstream to Martin Luther King Park. A second improvement is designated as the Basin 10 & 14 Capacity Improvements - Phase I and extends beyond the first project another 8,000 feet to Free Ferry Road near Rogers Avenue. An exhibit showing the route of the existing sewers which must be upgraded to handle peak flows is attached. Under the terms of the Consent Decree construction of the Sub-Basin P002 & P003 Capacity Improvements must be completed by the end of year 2018 and the Basin 10 & 14 Capacity Improvements - Phase I must be completed by the end of year 2019.

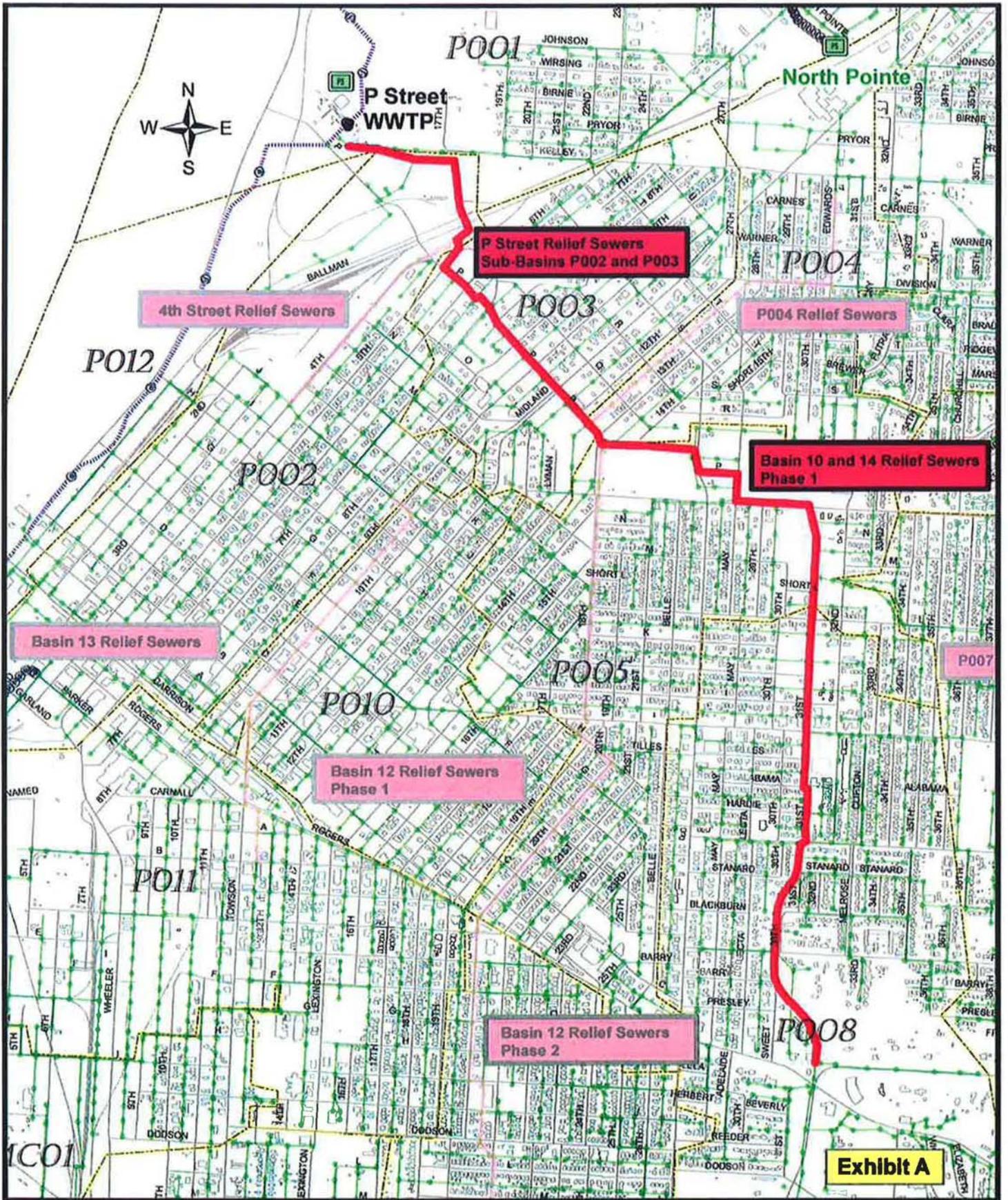
Concurrent with the utility department's routing and preliminary design of the wastewater capacity improvements, the engineering department is working with the Corps of Engineers for the routing and design of the May Branch storm drainage improvements. The alignment and configuration of a proposed open drainage channel has been established and surveys by the Corps has identified the existing utilities along the route for relocation consideration for their project. The location and design of these two wastewater interceptors must accommodate the proposed Corps' drainage project.

The utility department has prepared a scope of services for route selection and preliminary design task and has selected the firm of Hawkins Weir Engineers, Inc., for this work. A Resolution authorizing an engineering services agreement with Hawkins Weir Engineers, Inc., in the amount of \$396,500.00, is attached. Funds for these services are available from the 2012/2014 sales and use tax issued for wastewater improvements.

Should you or members of the Board have questions or need any additional information, please let me know.

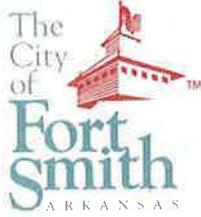
attachment

pc: Jeff Dingman



Comprehensive Plan Goal Supported By Wastewater Projects

- Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision. (FLU-1.4)
- Continue to ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems (TI-5.1)
- Implement an infrastructure Asset Management Program as a tool for management of the utility department's water and sewer systems and to track, manage, and schedule necessary facility upgrades and improvements. (TI-5.1.1)
- Ensure that utility and infrastructure systems can meet the city's long-term needs. (TI-5.2)
- Coordinate land use planning and capital programming to ensure infrastructure improvements and extensions are phased to support the future land use pattern. (TI-5.2.1)
- Adopt criteria for prioritizing funding to infrastructure-related capital improvement projects. (TI-5.2.4)
- Provide new facilities in a manner that protects investments in existing facilities and promotes orderly growth. (PFS-4.2)



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Wendy Mathis, Administrative Assistant
DATE: January 15th, 2015
SUBJECT: Animal Services Advisory Board

The term of Ms. Tonya Rogers of the Animal Services Advisory Board will expire January 21st, 2015.

There are no other applicants available at this time.

Appointments are **by the Board of Directors**, one appointment is needed. The term will expire January 21st, 2018.

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(501) 785-2801
Administrative Offices FAX (501) 784-2407

ANIMAL SERVICES ADVISORY BOARD

The animal services advisory board shall work in an advisory capacity to the Mayor and the Board of Directors in regards to topics that concern the care and safety of animals within the corporate limits of the city, and shall endeavor to stimulate and encourage communication with all members of the community to ensure that the programs, goals and objectives of the city relative to the care and safety of animals are consistent with community needs and desires. However, the animal services advisory board will not be responsible for the day to day operations of the Animal Control Division of the Fort Smith Police Department. (Three year terms)

The animal services advisory board shall be composed of nine (9) members appointed by the Board of Directors.

	<u>Date Appointed</u>	<u>Term Expired</u>
<u>Veterinarian:</u>		
Jon Remer Veterinarian 2715 Independence (01) 646-6023 (h) 785-1792 (w) drremmer@swbell.net	04/03/12	04/03/17
<u>Citizens:</u>		
Tonya Rogers Branch Manager 10908 Brant Court (08) 649-9439 (h) 646-0114 Ext. 5750 tonyarogers@yahoo.com	01/21/14	01/21/15
Nicole Morgan 2908 Marion Court (8) 831-7033 dutchpk@gmail.com	04/03/12	04/03/15
Carole Hutton P.O. Box 10018 (17) 462-4965 carolehhutton@aol.com	04/03/12	04/03/15

Ken O'Donnell Retired 55 Hiland Drive (01) 782-6663 (h) kenod45@gmail.com	08/19/14	04/15/17
Tammy Trouillon Community Outreach Director 8000 Holly Avenue (08) 226-3374 (h) 242-3609 (W) bookturner3@att.net	04/03/12	04/03/17
Robert Lever Retired 3319 Larkspud Land (16) 434-6014 (h) bob@grandfamily.net	04/15/14	04/15/17
Sherilyn Walton 8818 Meandering Way (03) 452-0146 kittylitter04@yahoo.com	04/03/12	04/03/17
Joan Bryant 1005 South 46 Street (03) 479-926-1266 (h) 434-4740 (w) No email	04/03/12	04/03/17

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Name: Tony Rogers Date: 1/4/15
 Home Address: 10908 Brant Ct. Home Telephone: 649-9439
 Zip: 72908 Work Telephone: 649-1010
 Occupation: AVP/Manager - Bancorp South Email: tonyarogers@yahoo.com
 (If retired, please indicate former occupation or profession)
 Education: B.A. Organizational Management
 Professional and/or Community Activities: Sebastian County Humane Society - Board Member - 360 Leadership - Board Member

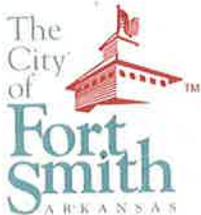
Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes No
 Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
 Yes NO
 If yes, please identify the _____ date. A "yes" answer will not automatically preclude you from consideration.

Birth information will be use to conduct a criminal/back ground check of _____ Date of 4/7/14

I am interested in serving on the (please check):

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Advertising & Promoting Commission | <input type="checkbox"/> Library Bd of Trustees |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Mechanical Bd of Adjustments and Appeals |
| <input checked="" type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Oak Cemetery Commission |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Bd | <input type="checkbox"/> Outside Agency Review Panel |
| <input type="checkbox"/> Benevolent Fund Board | <input type="checkbox"/> Parking Authority |
| <input type="checkbox"/> Bldg. Bd. Of Adjustment and Appeals | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Comprehensive Plan Steering Committee | <input type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Convention Center Commission | <input type="checkbox"/> Port Authority |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> Community Development Advisory Com. | <input type="checkbox"/> Sebastian County Reg. Solid Waste Mgmt. Bd. |
| <input type="checkbox"/> County Equalization Board | <input type="checkbox"/> Sister Cities Committee |
| <input type="checkbox"/> Electric Code Board of Appeals | <input type="checkbox"/> Transit Advisory Commission |
| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | <input type="checkbox"/> Residential Housing Facilities Board |
| <input type="checkbox"/> Historic District Commission | |
| <input type="checkbox"/> Housing Assistance Board | |



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Wendy Mathis, Administrative Assistant
DATE: January 15th, 2015
SUBJECT: Sebastian County Regional Solid Waste Management Board

The term of Mr. Andrew Galbach of the Sebastian County Regional Solid Waste Management Board will expire January 21, 2015.

There are no other applicants available at this time.

Appointments are **by the Mayor confirmed by the Board of Directors**, one appointment is needed. The term will expire January 21st, 2018.

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(501) 785-2801
Administrative Offices FAX (501) 784-2407

Sebastian County Regional Solid Waste Management Board

The purpose of the District is the protection of the public health and the state's environmental quality through the development and maintenance of a solid waste district for Sebastian County and the municipalities of Barling, Bonanza, Central City, Fort Smith, Greenwood, Hackett, Hartford, Huntington, Mansfield, Midland, and Lavaca. Further, the District shall serve to address local agencies, needs and other requirements as are more clearly defined in Act 752 of 1991.

City appointments are by the Mayor subject to confirmation by the Board of Directors, for three-year terms. One city appointment shall consist of a representative of Fort Chaffee. County appointments are by the County Judge subject to confirmation of the Quorum Court. Meetings are quarterly on call.

	<u>Date Appointed</u>	<u>Term Expires</u>
<u>CITY APPOINTMENTS:</u>		
Andrew Galbach 9901 Butterfield Landing (03) 414-4988 (h) 649-0894 (w) andy@apfab.net	02/21/12	01/21/15
Carl Davis Davis Iron & Metal P.O. Box 2796 (13-2796) 783-8931 (w) Fax: 783-0097	02/04/97	01/21/16
Director Mike Lorenz P.O. Box 1908 (02) 651-7001 DirectorLorenz@hotmail.com	01/06/15	01/21/16
Bruce D. King 1712 Houston Street (01) 806-5386 (h) (479) 573-2809 (w)	03/16/10	01/21/17
Andre Good P.O. Box 1908 (02) 285-4932 Good4Ward2@gmail.com	01/06/15	01/21/18

	<u>Date Appointed</u>	<u>Term Expires</u>
<u>COUNTY APPOINTMENTS:</u>		
Judge David Hudson Sebastian County Courthouse (1) 783-6139	01/21/98	01/21/16
Hugh Hardgrave, Mayor P.O. Box 3 Lavaca, AR 72941 806-6471	11/20/11	01/21/17
Ron Smith 101 Kelly Circle Lavaca, AR 72941 674-2947	02/18/14	01/21/17
<u>FORT CHAFFEE REPRESENTATIVE:</u>		
Lt. Col. Michael Stansky US Army Garrison ATZR-ZF Fort Chaffee, AR 72905-5000 484-3165	01/17/06	01/21/17

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: _____ 12/01/2014

Name: Andrew Galbach Home Telephone: 479-414-4988

Home Address: 9901 Butterfield Landing Work Telephone: 479-649-0894

Zip: 72903 Email: andy@apfab.net

Occupation: Entrepenuer Metal Fabricator
 (If retired, please indicate former occupation or profession)

Education: Some College

Professional and/or Community Activities: This board and local business owner for 19 years

Additional Pertinent Information/References: Memeber for past three years, renewing

Are you a registered voter in the City of Fort Smith? Yes X No _____

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?

Yes X NO _____

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration _____ Divorce incident 13 years ago, very minor _____

Drivers Licer _____ Date of Birth _____

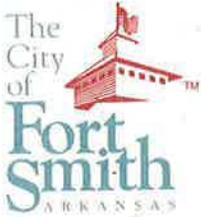
information will be use to conduct a criminal back ground check of all applicants).

I am interested in serving on the (please check):

- | | |
|--|---|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Oak Cemetery Commission |
| <input type="checkbox"/> Advertising & Promoting Commission | <input type="checkbox"/> Outside Agency Review Panel |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Parking Authority |
| <input type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Bd | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Benevolent Fund Board | <input type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Bldg. Bd. Of Adjustment and Appeals | <input type="checkbox"/> Port Authority |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> Comprehensive Plan Steering Committee | <input checked="" type="checkbox"/> Sebastian County Reg. Solid Waste Mgmt. Bd. |
| <input type="checkbox"/> Convention Center Commission | <input type="checkbox"/> Sister Cities Committee |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Transit Advisory Commission |
| <input type="checkbox"/> Community Development Advisory Com. | <input type="checkbox"/> Residential Housing Facilities Board |
| <input type="checkbox"/> County Equalization Board | |
| <input type="checkbox"/> Electric Code Board of Appeals | |
| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | |
| <input type="checkbox"/> Historic District Commission | |
| <input type="checkbox"/> Housing Assistance Board <input type="checkbox"/> Housing | |

Authority

- Library Bd of Trustees
- Mechanical Bd of Adjustments and Appeals



January 12, 2015

TO: Members of the Board of Directors
Members of the Arkansas Fair and Exhibition Facilities Board

RE: Appointments:

The term of Mr. John Ayers of the Arkansas Fair and Exhibition Board will expire March 7th, 2015. In accordance with Ordinance No. 2926 applications for this prospective vacancy are now being received. Applicants must be residents and registered voters in the City of Fort Smith.

Please submit applications to the city administrator's office no later than the close of business on February 10th, 2015. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to www.fortsmithar.gov and click on boards and commissions.

Sincerely,

A handwritten signature in blue ink that reads "Ray Gosack".

Ray Gosack
City Administrator

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(501) 785-2801
Administrative Offices FAX (501) 784-2407